



*"To enrich lives through effective and caring service"*



**Santos H. Kreimann**  
Director

**Kerry Silverstrom**  
Chief Deputy

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

June 15, 2010

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

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June 15, 2010

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF CONTRACTS WITH EPD CONSTRUCTION, INC. AND BIOSOLUTIONS, INC.  
FOR AS-NEEDED SEPTIC TANK MAINTENANCE SERVICES  
(MALIBU AND TOPANGA IN SUPERVISORIAL DISTRICT 3)  
(3 VOTES)**

**SUBJECT**

This action is to award contracts with EPD Construction, Inc. and BioSolutions, Inc. for as-needed maintenance of septic tank systems located at Malibu Surfrider, Point Dume, Topanga and Zuma Beaches in Los Angeles County.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve award of and instruct the Chair to sign a three-year contract, with two one-year extension options and an additional six month-to-month extensions, with EPD Construction, Inc. for as-needed maintenance of one Microseptec septic tank system located at Zuma Beach in Los Angeles County, to commence July 1, 2010 or the date of approval by your Board, if later, at an annual cost not to exceed \$11,930.
2. Approve award of and instruct the Chair to sign a three-year contract, with two one-year extension options and an additional six month-to-month extensions, with BioSolutions, Inc. for as-needed maintenance of 14 Advantex septic tank systems located at Malibu Surfrider, Point Dume, Topanga and Zuma Beaches in Los Angeles County, to commence July 1, 2010 or the date of approval by your Board, if later, at an annual cost not to exceed \$52,000.
3. Authorize the Director of the Department of Beaches and Harbors to exercise the two one-year contract renewal options and, if needed, the six month-to-month extensions for each contract at an

annual cost not to exceed \$63,930 in aggregate between the two contractors, if, in his opinion, EPD Construction, Inc. and BioSolutions, Inc. have successfully performed the services during the previous contract period and the services are still required.

4. Authorize the Director of the Department of Beaches and Harbors to increase the contract amount by up to 10% in any year of the contract or any option year, for any additional or unforeseen services within the scope of these contracts.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On October 9, 2007, your Board authorized the Department of Public Works to proceed with the Beach Septic System Replacement Program, which consisted of the replacement of existing septic tanks with advanced treatment septic systems at County-operated beaches. A Microseptec septic system was installed at one restroom location and Advantex septic systems are being installed at 14 restroom locations with five locations completed.

The advanced septic systems require electronic remote monitoring, periodic inspections and as-needed maintenance. The maintenance during the 12-month warranty period was or is being provided by the manufacturers with the Department of Beaches and Harbors (Department) taking over after the warranty period ends. To date, the Department has provided needed septic tank maintenance services through the purchase order process. However, as this is an ongoing expenditure with remaining units being scheduled to be installed in Fiscal Years 2010-11 and 2011-12, a contract for these services will provide for long-term stability in service and price.

Approval of the contracts (Attachment I) will enable the Department to continue as-needed maintenance services for the advanced septic systems at Malibu Surfrider, Point Dume, Topanga and Zuma Beaches. Monitoring and maintaining these septic systems ensures the proper sanitizing of the wastewater, thus preventing potential public health and environmental hazards at County-operated beaches.

Certified service providers will provide maintenance of the advanced septic systems on an as-needed basis. The requested services are all of an extraordinary, professional, and technical nature and are needed on a part-time and intermittent basis.

### **Implementation of Strategic Plan Goals**

The septic tank maintenance services provided by the recommended contractors will promote and further the Board-approved Strategic Plan Goals of Community and Municipal Services (Goal 3), by enabling the Department to operate well maintained recreational County facilities, and Health and Mental Health (Goal 4), by mitigating potential public health and environmental hazards at County-operated beaches.

### **FISCAL IMPACT/FINANCING**

The total annual compensation for the septic maintenance services shall not exceed \$11,930 for EPD Construction, Inc. (EPD) and \$52,000 for BioSolutions, Inc. (BioSolutions). If needed, the contracts provide that the Department's Director may, by written notice to the contractors, increase

the maximum annual compensation by up to 10% (\$1,193 for EPD and \$5,200 for BioSolutions) in any contract year or optional extension period. The contracts do not include any cost of living adjustments during the term of the contracts. The potential maximum contract term is 5.5 years and the potential maximum contract sum is \$65,615 for EPD and \$286,000 for Bio Solutions. The combined contract cost for Fiscal Year 2010-11 will be \$38,000 based on the number of units scheduled to be operational during the year.

#### Operating Budget Impact

There is sufficient appropriation in the Beach budget unit of the Department's Fiscal Year 2010-11 Proposed Budget to fund the cost of the contracts and any additional costs that may arise because of unscheduled additional tasks. Funds to finance future years and the 10% for any additional or unforeseen services within the scope of these contracts will be requested through the annual budget process.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Except for variations relating to service fees, the two contracts for septic tank maintenance services being presented to your Board are substantially identical. The contracts are for a three-year term, with two one-year extension options and, if needed, six month-to-month extensions that may be exercised at the discretion of the Department's Director. The contracts will commence on July 1, 2010, or the date of approval by your Board, if later.

The contracts contain the County's standard provisions regarding contractor obligations and are in compliance with all Board, Chief Executive Office (CEO) and County Counsel requirements. The contracts are not subject to the County's Living Wage Ordinance as the services are of a technical nature and are being utilized on an as-needed basis.

The contracts have been approved as to form by County Counsel. The CEO's Risk Management Office has approved the insurance coverage, indemnification, and liability provisions included in the contracts.

#### **ENVIRONMENTAL DOCUMENTATION**

The proposed action is not subject to the California Environmental Quality Act (CEQA), as it does not meet the definition of a "Project" under CEQA Guidelines Section 15378.

#### **CONTRACTING PROCESS**

On February 2, 2010, the Department issued an Invitation for Bids (IFB) seeking qualified vendors to provide septic tank maintenance services. The IFB was advertised in the Eastside Sun, Lynwood Journal, Daily Breeze, Culver City News, Los Angeles Daily News, Compton Bulletin, Santa Monica Daily Press and the L.A. Watts Times. The opportunity was also advertised on the "Doing Business with the County" Internet site, as well as the Department's own Internet site. The IFB was available for download from both of these websites. Sixteen notices inviting bids were forwarded to vendors certified by the manufacturers of the advanced septic systems to perform the requested services.

The IFB allowed bidders to submit bids for maintenance of either or both the Advantex and Microseptec septic tank systems. The Department received two bids for the recommended service: BioSolutions submitted a bid for service of the Advantex septic system and EPD submitted bids for service of both the Advantex and Microseptec septic systems. After the bids were reviewed to ensure they met the IFB's minimum requirements, it was determined that BioSolutions and EPD were qualified to provide service for the Advantex and Microseptec septic systems, respectively.

The Department recommends that BioSolutions be awarded the maintenance contract for the Advantex septic systems and EPD be awarded the maintenance contract for the Microseptec septic system, as this combination provides for the lowest cost and is the most advantageous to the County.

On final analysis and consideration of this contract award, Bio Solutions and EPD were selected without regard to gender, race, creed or color.

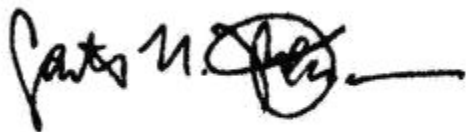
#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There is no impact on current services or projects. These contracts provide for the continuation of services currently provided through purchase orders.

#### **CONCLUSION**

Authorize the Executive Officer of the Board to send four executed copies of each contract and four approved copies of this letter to the Department of Beaches and Harbors.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Santos H. Kreimann", followed by a horizontal line.

SANTOS H. KREIMANN  
Director

SHK:SDP:nat

Enclosures

c: Chief Executive Officer  
County Counsel  
Executive Officer,  
Board of Supervisors

77308

**CONTRACT**



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**EPD CONSTRUCTION, INC.**

**FOR**

**SEPTIC TANK MAINTENANCE SERVICE**

773081

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
CONTRACT  
SEPTIC TANK MAINTENANCE SERVICE**

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
CONTRACT FOR  
SEPTIC TANK MAINTENANCE SERVICE**

**PART ONE – GENERAL CONDITIONS**

**1.0 GENERAL CONDITIONS**

**1.1 INTRODUCTION**

**1.1.1 Parties**

This Contract is entered into by and between the County of Los Angeles (the "County") and EPD Construction, Inc. (the "Contractor").

**1.1.2 Recitals**

The Contract is intended to integrate within one document the terms for the Septic Tank Maintenance Service to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, Form P-1 (Offer to Perform) and Form P-3 (Proposers Work Plan) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Invitation for Bid are true and correct, including but not limited to Forms P-3, P-4, P-5, P-6, P-7 and P-8, P-9, P-10, P-11, P-12, P-14, P-15 and P-16 submitted with the Contractor's Bid.

**1.1.3. Effective Date**

The effective date of this Contract shall be the later of July 1, 2010, or the date of Board approval.

**1.1.4 Contract Provisions**

The Contract is comprised of this Part 1 (General Conditions), Part 2 (Standard Contract Terms and Conditions), Part 3 (Unique Terms and Conditions), Exhibits and Forms, all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Invitation for Bids (IFB), the Exhibits or the Bid, such language shall be deemed

incorporated in the Contract; the language of such other part of the Contract shall prevail.

#### **1.1.5 Work to be Performed**

Contractor shall perform the work set forth in Attachment B, Statement of Work and Form P-3. Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time all tasks, deliverables, services and other work as set forth herein. If the Contractor provides any tasks, deliverables, goods, services or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

#### **1.1.6 Rescission**

The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 2.49, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

#### **1.1.7 Supplemental Documents**

Prior to commencing services under the Contract, the selected Proposer shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 2.23.

### **1.2 INTERPRETATION OF CONTRACT**

#### **1.2.1 Headings**

The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

### **1.3 CONTRACT TERM**

#### **1.3.1 Initial Term**

The initial Contract term shall be three years commencing July 15, 2010 or after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

### **1.3.2 Two One-Year Extension Options**

If the Director determines that it is in the interest of the County to do so, he may grant up to two one-year extensions of the Contract term at his sole discretion. The Director may exercise the first option year by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option year by notifying the Contractor in writing before the expiration of the first optional Contract year. Additionally, the Director may extend the final Contract term on a month-to-month basis for up to six (6) months, at his/her sole discretion.

### **1.3.3 Extension to Complete Emergent/As-Needed Services**

The Director may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contract's terms and conditions, but only to allow the Contractor to complete emergent/as-needed services approved before the expiration of the Contract term or optional Contract Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy. Contractor shall not perform any emergent or as-needed work after the expiration of the contract without an approved written extension.

### **1.3.4 Contractor to Notify County When It Is within 6 Months from Expiration of Term**

The Contractor shall notify the Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Department.

### **1.3.5 Survival of Obligations**

Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

## **1.4 COMPENSATION**

### **1.4.1 Contract Sum**

The net amount the County shall expend from its own funds during any Contract year for Septic Tank Maintenance Service shall not exceed the amount stipulated. The County may at its discretion expend any portion, all or none of the stipulated amount.

### **1.4.2 Maximum Annual Compensation for Specified Work**

The annual price stated on Form P-1 shall be the maximum compensation payable by the County for the required work in each Contract year of the Contract term. No additional compensation shall be included on account of pricing changes, market changes, cost of living changes, increased labor costs or inflation.

### **1.4.3 Increase of Contract Sum by Director**

Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the stipulated amount to cover unexpected services, which is not subject to reimbursement from other third parties by up to 20 percent in any year of the Contract or any extension period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative. In each Contract Year following such an increase, the Contract Sum shall return to the amount stated in Section 1.4.2 unless it is again expressly increased by the Director pursuant to this Section 1.4.3.

### **1.4.4 Compensation Payable Only Under Completion of Items/Description of Work at Quoted Rates**

Notwithstanding any other provisions of the Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of the Statement of Work issued under the Contract and executed by the Director or the Chief Deputy. Compensation for all work shall be at Contractor's rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1 and 2.46.

**1.4.5 No Increase in Rate(s) of Compensation**

Notwithstanding any increase in the Contractor's salary costs or other overhead, no increase in the rate(s) of compensation quoted in Form P-1 shall be given during the term of the Contract or any extension period.

**1.4.6 Additional Work**

The Contractor shall be compensated for additional work authorized in writing by the Director at the rates quoted on Form P-1 of the proposal. Such additional work shall be subject to Sections 1.4.2 and 2.46. Emergencies or special or unscheduled service that takes place outside of regular business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, shall be considered additional work subject to this Section and will be paid at the rate per hour for unexpected services, as specified on Form P-1. However, no payment for additional work shall be made where the Contractor has adjusted regular employee schedules to cover additional work or where additional work results from the Contractor's inadequate performance of scheduled duties.

**1.4.7 Contractor to Notify County when it has Received 75% of Total Contract Amount**

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department.

**1.4.8 No Payment for Services Provided Following Expiration/Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment to County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

## **1.5 INVOICES AND PAYMENTS**

### **1.5.1 Contractor's Invoice Procedures**

The Contractor shall submit an invoice to the Department on or before the fifteenth day of each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice identifying the Contractor number and itemizing the charges for each maintained location on which it claims payments. Invoices for services billed on an hourly basis for unexpected services shall itemize dates and hours of work.

Upon the Department's receipt and the Contractor Administrator's (CA) review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

The County may withhold from payment any amount assessed by the CA which is authorized as a setoff, withholding by the terms and conditions of the Contract, including but not limited to liquidated damages pursuant to Section 2.42, Termination for Default.

### **1.5.2 Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the Department's Facilities and Maintenance Division prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

### **1.5.3 Local Small Business Enterprises – Prompt Payment Program**

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

## **1.6 ADMINISTRATION OF CONTRACT – CONTRACTOR**

### **1.6.1 Contractor's Contract Representative**

The Contractor's Contract Representative is designated in Form P-14 - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Representative.

The Contractor's Contract Representative shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Contract Administrator on a regular basis.

### **1.6.2 Approval of Contractor's Staff**

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Contract Representative.

### **1.6.3 Contractor's Staff Identification**

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

### **1.6.4 Background and Security Investigations**

Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor

or to Contractor's staff any information obtained through the County's background investigation.

County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

Disqualification of any member of Contractor's staff pursuant to this Paragraph 1.6.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

#### **1.6.5 Confidentiality**

Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 1.6.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 1.6.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall

not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
CONTRACT FOR SEPTIC TANK MAINTENANCE SERVICE**

**PART TWO – STANDARD CONTRACT TERMS AND CONDITIONS**

**2.0 STANDARD TERMS AND CONDITIONS**

**2.1 AMENDMENTS**

- 2.1.1** For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Board of Supervisors.
- 2.1.2** The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of the Department.
- 2.1.3** The Director of the Department or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Section 1.3, Contract Term. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of the Department.

**2.2 ASSIGNMENT AND DELEGATION**

- 2.2.1** The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties.

Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

**2.2.2** Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

**2.2.3** Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

## **2.3 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

## **2.4 BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

## **2.5 COMPLIANCE WITH APPLICABLE LAW**

**2.5.1** In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

**2.5.2** Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 2.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at

its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **2.6 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Form P-6 – Contractor's EEO Certification*.

## **2.7 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **2.7.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit 3* and incorporated by reference into and made a part of this Contract.

### **2.7.2 Written Employee Jury Service Policy.**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive

from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that

the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **2.8 CONFLICT OF INTEREST**

**2.8.1** No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

**2.8.2** The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

## **2.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

## **2.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

## **2.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **2.11.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

### **2.11.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed

five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

#### **2.11.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### **2.11.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented

to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify,

deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **2.11.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

### **2.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

### **2.13 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

**2.13.1** The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

**2.13.2** As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage

and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

## **2.14 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

## **2.15 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

**2.15.1** The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

**2.15.2** If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

## **2.16 EMPLOYMENT ELIGIBILITY VERIFICATION**

**2.16.1** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of

employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

**2.16.2** The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **2.17 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 1.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

## **2.18 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

## **2.19 FORCE MAJEURE**

**2.19.1** Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

**2.19.2** Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

**2.19.3** In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **2.20 GOVERNING LAW, JURISDICTION AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **2.21 INDEPENDENT CONTRACTOR STATUS**

**2.21.1** This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

**2.21.2** The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

**2.21.3** The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

## **2.22 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

## **2.23 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 2.23 and 2.24 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract.

The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

### **2.23.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Department of Beaches and Harbors, Contracts Unit  
13837 Fiji Way, Marina Del Rey, CA 90292  
Attention: Nicolette Taylor, Contracts Analyst

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### **2.23.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of

an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **2.23.3 Cancellation of Insurance**

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

#### **2.23.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

#### **2.23.5 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

#### **2.23.6 Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

#### **2.23.7 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **2.23.8 Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

#### **2.23.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **2.23.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### **2.23.11 Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### **2.23.12 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

### **2.23.13 Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

### **2.23.14 County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

## **2.24 INSURANCE COVERAGE**

**2.24.1 Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

**2.24.2 Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**2.24.3 Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement

form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

▪ **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

## **2.25 LIQUIDATED DAMAGES**

**2.25.1** If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

**2.25.2** If the Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages

resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Attachment C, Statement of Work Exhibits*, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

**2.25.3** The action noted in sub-paragraph 2.25.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

**2.25.4** This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 2.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **2.26 MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

## **2.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

- 2.27.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 2.27.2** The Contractor shall certify to, and comply with, the provisions of Form P-6, Contractor's EEO Certification.
- 2.27.3** The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 2.27.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 2.27.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 2.27.6** The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify

compliance with the provisions of this sub-paragraph 2.27 when so requested by the County.

**2.27.7** If the County finds that any provisions of this sub-paragraph 2.27 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

**2.27.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## **2.28 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

## **2.29 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

### **2.30 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the Contract Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Contract Administrator is not able to resolve the dispute, the Director or his/her designee shall resolve it.

### **2.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No.1015.

### **2.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit 5* of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

### **2.33 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Form P-14, Contractor's Administration*. Notices addressed to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

## **2.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

## **2.35 PUBLIC RECORDS ACT**

**2.35.1** Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 2.37 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 *et seq.* (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

## **2.36 PUBLICITY**

**2.36.1** The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Contractor Administrator. The County shall not unreasonably withhold written consent.

**2.36.2** The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Section 2.36 shall apply.

## **2.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless

the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

**2.37.1** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

**2.37.2** Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 2.37 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

**2.37.3** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

## **2.38 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

## **2.39 SUBCONTRACTING**

**2.39.1** The requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

**2.39.2** If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

**2.39.3** The Contractor shall indemnify, defend and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

**2.39.4** The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

**2.39.5** The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

**2.39.6** The Department's Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

**2.39.7** The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

**2.39.8** The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

**Los Angeles County Department of Beaches and Harbors  
Administrative Services Division / Contracts Unit  
13837 Fiji Way  
Marina del Rey, California 90292**

before any Subcontractor employee may perform any work hereunder.

## **2.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Section 2.13 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Section 2.42 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

## **2.41 TERMINATION FOR CONVENIENCE**

**2.41.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination

becomes effective shall be no less than ten (10) days after the notice is sent.

**2.41.2** After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

**2.41.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Section 2.37, Record Retention & Inspection/Audit Settlement.

## **2.42 TERMINATION FOR DEFAULT**

**2.42.1** The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the Department's Director:

- Contractor has materially breached this Contract; or Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

**2.42.2** In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 2.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

- 2.42.3** Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 2.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 2.42.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.
- 2.42.4** If, after the County has given notice of termination under the provisions of this Section 2.42, it is determined by the County that the Contractor was not in default under the provisions of this Section 2.42, or that the default was excusable under the provisions of sub-paragraph 2.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 2.41-Termination for Convenience.
- 2.42.5** The rights and remedies of the County provided in this Section 2.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **2.43 TERMINATION FOR IMPROPER CONSIDERATION**

**2.43.1** The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

**2.43.2** The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

**2.43.3** Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

## **2.44 TERMINATION FOR INSOLVENCY**

**2.44.1** The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit

of creditors.

**2.44.2** The rights and remedies of the County provided in this Section 2.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**2.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

**2.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

**2.47 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

**2.48 WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County

to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 2.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **2.49 WARRANTY AGAINST CONTINGENT FEES**

**2.49.1** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

**2.49.2** For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## **2.50 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

## **2.51 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Section 2.50 "Warranty of Compliance with County's Defaulted Property Tax

Reduction Program” shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
CONTRACT FOR SEPTIC TANK MAINTENANCE SERVICE**

**PART THREE – UNIQUE TERMS AND CONDITIONS**

**3.0 UNIQUE TERMS AND CONDITIONS**

**3.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

**3.1.1** This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

**3.1.2** The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

**3.1.3** The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local small business enterprise

**3.1.4** If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting a contract award.

### **3.2 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

- 3.2.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 3.2.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 3.2.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 3.2.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
  1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

### **3.3 EMPLOYMENT CONFLICTS**

Contractor shall accept no employment which conflicts with its obligations to the County under the Contract and shall disclose any existing potential or actual conflict of interest prior to accepting an assignment. All employment by Contractor on behalf of persons or entities that have an existing interest pertaining to real property within Marina del Rey is prohibited. Such existing interests include, but are not limited to: a leasehold, sublease, concession, permit, contract for the operation or management of real property, pending development proposal or pending lease proposal. Employment by Contractor on behalf of persons or entities with such interests is prohibited whether the employment is related to Marina del Rey property or not.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

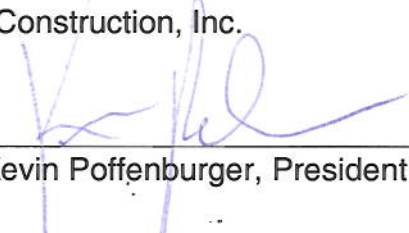
However, at no time after termination or expiration of the Contract or any extension period may the Contractor disclose to any third person any confidential information learned or developed as a result of its work under



IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chair of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year set forth below.

EPD Construction, Inc.

By

  
Kevin Poffenburger, President

COUNTY OF LOS ANGELES

By

  
Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors



I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By

  
Deputy JUN 21 2010

By

  
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By

  
Principal Deputy County Counsel

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

37

JUN 15 2010

  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**CONTRACT**



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**BIOSOLUTIONS, INC.**

**FOR**

**SEPTIC TANK MAINTENANCE SERVICE**

1 60822

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
CONTRACT  
SEPTIC TANK MAINTENANCE SERVICE**

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
CONTRACT FOR  
SEPTIC TANK MAINTENANCE SERVICE**

**PART ONE – GENERAL CONDITIONS**

**1.0 GENERAL CONDITIONS**

**1.1 INTRODUCTION**

**1.1.1 Parties**

This Contract is entered into by and between the County of Los Angeles (the "County") and BioSolutions, Inc. (the "Contractor").

**1.1.2 Recitals**

The Contract is intended to integrate within one document the terms for the Septic Tank Maintenance Service to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, Form P-1 (Offer to Perform) and Form P-3 (Proposers Work Plan) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Invitation for Bid are true and correct, including but not limited to Forms P-3, P-4, P-5, P-6, P-7 and P-8, P-9, P-10, P-11, P-12, P-14, P-15 and P-16 submitted with the Contractor's Bid.

**1.1.3. Effective Date**

The effective date of this Contract shall be the later of July 1, 2010, or the date of Board approval.

**1.1.4 Contract Provisions**

The Contract is comprised of this Part 1 (General Conditions), Part 2 (Standard Contract Terms and Conditions), Part 3 (Unique Terms and Conditions), Exhibits and Forms, all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Invitation for Bids (IFB), the Exhibits or the Bid, such language shall be deemed

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incorporated in the Contract; the language of such other part of the Contract shall prevail.

#### **1.1.5 Work to be Performed**

Contractor shall perform the work set forth in Attachment B, Statement of Work and Form P-3. Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time all tasks, deliverables, services and other work as set forth herein. If the Contractor provides any tasks, deliverables, goods, services or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

#### **1.1.6 Rescission**

The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 2.49, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

#### **1.1.7 Supplemental Documents**

Prior to commencing services under the Contract, the selected Proposer shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 2.23.

### **1.2 INTERPRETATION OF CONTRACT**

#### **1.2.1 Headings**

The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

### **1.3 CONTRACT TERM**

#### **1.3.1 Initial Term**

The initial Contract term shall be three years commencing July 15, 2010 or after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

### **1.3.2 Two One-Year Extension Options**

If the Director determines that it is in the interest of the County to do so, he may grant up to two one-year extensions of the Contract term at his sole discretion. The Director may exercise the first option year by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option year by notifying the Contractor in writing before the expiration of the first optional Contract year. Additionally, the Director may extend the final Contract term on a month-to-month basis for up to six (6) months, at his/her sole discretion.

### **1.3.3 Extension to Complete Emergent/As-Needed Services**

The Director may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contract's terms and conditions, but only to allow the Contractor to complete emergent/as-needed services approved before the expiration of the Contract term or optional Contract Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy. Contractor shall not perform any emergent or as-needed work after the expiration of the contract without an approved written extension.

### **1.3.4 Contractor to Notify County When It Is within 6 Months from Expiration of Term**

The Contractor shall notify the Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Department.

### **1.3.5 Survival of Obligations**

Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

## **1.4 COMPENSATION**

### **1.4.1 Contract Sum**

The net amount the County shall expend from its own funds during any Contract year for Septic Tank Maintenance Service shall not exceed the amount stipulated. The County may at its discretion expend any portion, all or none of the stipulated amount.

### **1.4.2 Maximum Annual Compensation for Specified Work**

The annual price stated on Form P-1 shall be the maximum compensation payable by the County for the required work in each Contract year of the Contract term. No additional compensation shall be included on account of pricing changes, market changes, cost of living changes, increased labor costs or inflation. The compensation will be prorated in accordance with the actual implementation dates for the units that have not been installed as of the date of execution of this contract.

### **1.4.3 Increase of Contract Sum by Director**

Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the stipulated amount to cover unexpected services, which is not subject to reimbursement from other third parties by up to 20 percent in any year of the Contract or any extension period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative. In each Contract Year following such an increase, the Contract Sum shall return to the amount stated in Section 1.4.2 unless it is again expressly increased by the Director pursuant to this Section 1.4.3.

### **1.4.4 Compensation Payable Only Under Completion of Items/Description of Work at Quoted Rates**

Notwithstanding any other provisions of the Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of the Statement of Work issued under the Contract and executed by the Director or the Chief Deputy. Compensation for all work shall be at Contractor's rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1 and 2.46.

**1.4.5 No Increase in Rate(s) of Compensation**

Notwithstanding any increase in the Contractor's salary costs or other overhead, no increase in the rate(s) of compensation quoted in Form P-1 shall be given during the term of the Contract or any extension period.

**1.4.6 Additional Work**

The Contractor shall be compensated for additional work authorized in writing by the Director at the rates quoted on Form P-1 of the proposal. Such additional work shall be subject to Sections 1.4.2 and 2.46. Emergencies or special or unscheduled service that takes place outside of regular business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, shall be considered additional work subject to this Section and will be paid at the rate per hour for unexpected services, as specified on Form P-1. However, no payment for additional work shall be made where the Contractor has adjusted regular employee schedules to cover additional work or where additional work results from the Contractor's inadequate performance of scheduled duties.

**1.4.7 Contractor to Notify County when it has Received 75% of Total Contract Amount**

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department.

**1.4.8 No Payment for Services Provided Following Expiration/Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment to County for services rendered after expiration/termination of this Contract shall not constitute a waiver of

County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

## **1.5 INVOICES AND PAYMENTS**

### **1.5.1 Contractor's Invoice Procedures**

The Contractor shall submit an invoice to the Department on or before the fifteenth day of each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice identifying the Contractor number and itemizing the charges for each maintained location on which it claims payments. Invoices for services billed on an hourly basis for unexpected services shall itemize dates and hours of work.

Upon the Department's receipt and the Contractor Administrator's (CA) review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

The County may withhold from payment any amount assessed by the CA which is authorized as a setoff, withholding by the terms and conditions of the Contract, including but not limited to liquidated damages pursuant to Section 2.42, Termination for Default.

### **1.5.2 Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the Department's Facilities and Maintenance Division prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

### **1.5.3 Local Small Business Enterprises – Prompt Payment Program**

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

## **1.6 ADMINISTRATION OF CONTRACT – CONTRACTOR**

### **1.6.1 Contractor's Contract Representative**

The Contractor's Contract Representative is designated in Form P-14 - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Representative.

The Contractor's Contract Representative shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Contract Administrator on a regular basis.

### **1.6.2 Approval of Contractor's Staff**

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Contract Representative.

### **1.6.3 Contractor's Staff Identification**

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

### **1.6.4 Background and Security Investigations**

Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any

time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

Disqualification of any member of Contractor's staff pursuant to this Paragraph 1.6.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

#### **1.6.5 Confidentiality**

Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 1.6.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 1.6.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all

such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

## **2.0 STANDARD TERMS AND CONDITIONS**

### **2.1 AMENDMENTS**

- 2.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Board of Supervisors.
- 2.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of the Department.
- 2.1.3 The Director of the Department or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Section 1.3, Contract Term. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of the Department.

### **2.2 ASSIGNMENT AND DELEGATION**

- 2.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties.

Any payments by the County to any approved delegate or assignee on

any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

**2.2.2** Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

**2.2.3** Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

## **2.3 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

## **2.4 BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

## **2.5 COMPLIANCE WITH APPLICABLE LAW**

**2.5.1** In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

**2.5.2** Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 2.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to

provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **2.6 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Form P-6 – Contractor's EEO Certification*.

## **2.7 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **2.7.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit 3* and incorporated by reference into and made a part of this Contract.

### **2.7.2 Written Employee Jury Service Policy.**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of

regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the

Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **2.8 CONFLICT OF INTEREST**

**2.8.1** No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

**2.8.2** The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

## **2.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

## **2.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

## **2.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **2.11.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

### **2.11.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the

circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

#### **2.11.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### **2.11.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the

right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify,

deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **2.11.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

### **2.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

### **2.13 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

**2.13.1** The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

**2.13.2** As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage

and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

## **2.14 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

## **2.15 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

**2.15.1** The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

**2.15.2** If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

## **2.16 EMPLOYMENT ELIGIBILITY VERIFICATION**

**2.16.1** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of

employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

**2.16.2** The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **2.17 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 1.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

## **2.18 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

## **2.19 FORCE MAJEURE**

**2.19.1** Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

**2.19.2** Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

**2.19.3** In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **2.20 GOVERNING LAW, JURISDICTION AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **2.21 INDEPENDENT CONTRACTOR STATUS**

**2.21.1** This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

**2.21.2** The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

**2.21.3** The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

## **2.22 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

## **2.23 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 2.23 and 2.24 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract.

The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

### **2.23.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Department of Beaches and Harbors, Contracts Unit  
13837 Fiji Way, Marina Del Rey, CA 90292  
Attention: Nicolette Taylor, Contracts Analyst

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### **2.23.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of

an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **2.23.3 Cancellation of Insurance**

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

#### **2.23.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

#### **2.23.5 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

#### **2.23.6 Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

#### **2.23.7 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **2.23.8 Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

#### **2.23.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **2.23.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### **2.23.11 Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### **2.23.12 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

### **2.23.13 Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

### **2.23.14 County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

## **2.24 INSURANCE COVERAGE**

**2.24.1 Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

**2.24.2 Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**2.24.3 Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement

form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

▪ **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

## **2.25 LIQUIDATED DAMAGES**

**2.25.1** If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

**2.25.2** If the Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages

resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Attachment C, Statement of Work Exhibits*, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

**2.25.3** The action noted in sub-paragraph 2.25.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

**2.25.4** This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 2.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **2.26 MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

## **2.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

- 2.27.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 2.27.2** The Contractor shall certify to, and comply with, the provisions of Form P-6, Contractor's EEO Certification.
- 2.27.3** The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 2.27.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 2.27.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 2.27.6** The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify

compliance with the provisions of this sub-paragraph 2.27 when so requested by the County.

**2.27.7** If the County finds that any provisions of this sub-paragraph 2.27 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

**2.27.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## **2.28 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

## **2.29 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

### **2.30 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the Contract Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Contract Administrator is not able to resolve the dispute, the Director or his/her designee shall resolve it.

### **2.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No.1015.

### **2.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit 5* of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

### **2.33 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Form P-14, Contractor's Administration*. Notices addressed to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

## **2.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

## **2.35 PUBLIC RECORDS ACT**

**2.35.1** Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 2.37 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 *et seq.* (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

## **2.36 PUBLICITY**

**2.36.1** The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Contractor Administrator. The County shall not unreasonably withhold written consent.

**2.36.2** The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Section 2.36 shall apply.

## **2.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless

the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

**2.37.1** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

**2.37.2** Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 2.37 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

**2.37.3** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

## **2.38 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

## **2.39 SUBCONTRACTING**

**2.39.1** The requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

**2.39.2** If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

**2.39.3** The Contractor shall indemnify, defend and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

**2.39.4** The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

**2.39.5** The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

**2.39.6** The Department's Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

**2.39.7** The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

**2.39.8** The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

**Los Angeles County Department of Beaches and Harbors  
Administrative Services Division / Contracts Unit  
13837 Fiji Way  
Marina del Rey, California 90292**

before any Subcontractor employee may perform any work hereunder.

## **2.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Section 2.13 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Section 2.42 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

## **2.41 TERMINATION FOR CONVENIENCE**

**2.41.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination

becomes effective shall be no less than ten (10) days after the notice is sent.

**2.41.2** After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

**2.41.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Section 2.37, Record Retention & Inspection/Audit Settlement.

## **2.42 TERMINATION FOR DEFAULT**

**2.42.1** The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the Department's Director:

- Contractor has materially breached this Contract; or Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

**2.42.2** In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 2.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

- 2.42.3** Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 2.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 2.42.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.
- 2.42.4** If, after the County has given notice of termination under the provisions of this Section 2.42, it is determined by the County that the Contractor was not in default under the provisions of this Section 2.42, or that the default was excusable under the provisions of sub-paragraph 2.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 2.41-Termination for Convenience.
- 2.42.5** The rights and remedies of the County provided in this Section 2.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **2.43 TERMINATION FOR IMPROPER CONSIDERATION**

**2.43.1** The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

**2.43.2** The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

**2.43.3** Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

## **2.44 TERMINATION FOR INSOLVENCY**

**2.44.1** The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit

of creditors.

**2.44.2** The rights and remedies of the County provided in this Section 2.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**2.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

**2.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

**2.47 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

**2.48 WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County

to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 2.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **2.49 WARRANTY AGAINST CONTINGENT FEES**

**2.49.1** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

**2.49.2** For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## **2.50 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

## **2.51 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Section 2.50 "Warranty of Compliance with County's Defaulted Property Tax

Reduction Program” shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
CONTRACT FOR SEPTIC TANK MAINTENANCE SERVICE**

**PART THREE – UNIQUE TERMS AND CONDITIONS**

**3.0 UNIQUE TERMS AND CONDITIONS**

**3.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

**3.1.1** This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

**3.1.2** The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

**3.1.3** The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local small business enterprise

**3.1.4** If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting a contract award.

### **3.2 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

- 3.2.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 3.2.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 3.2.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 3.2.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
  1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

### **3.3 EMPLOYMENT CONFLICTS**

Contractor shall accept no employment which conflicts with its obligations to the County under the Contract and shall disclose any existing potential or actual conflict of interest prior to accepting an assignment. All employment by Contractor on behalf of persons or entities that have an existing interest pertaining to real property within Marina del Rey is prohibited. Such existing interests include, but are not limited to: a leasehold, sublease, concession, permit, contract for the operation or management of real property, pending development proposal or pending lease proposal. Employment by Contractor on behalf of persons or entities with such interests is prohibited whether the employment is related to Marina del Rey property or not.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Contract or any extension period may the Contractor disclose to any third person any confidential information learned or developed as a result of its work under



IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chair of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year set forth below.

BioSolutions, Inc.

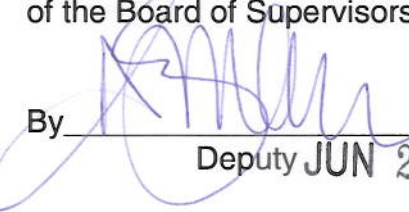
By   
Steven Braband, President

COUNTY OF LOS ANGELES

By   
Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors

By   
Deputy JUN 21 2010

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By   
Principal Deputy County Counsel



I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

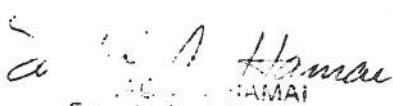
SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By   
Deputy

**ADOPTED**  
BOARD OF SUPERVISORS

37

JUN 15 2010

  
SACHI A. HAMAI  
EXECUTIVE OFFICER

773091

# **ATTACHMENT B**

## **STATEMENT OF WORK**

**LOS ANGELES COUNTY OF BEACHES AND HARBORS  
STATEMENT OF WORK  
SEPTIC TANK MAINTENANCE SERVICES**

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
STATEMENT OF WORK – SEPTIC TANK MAINTENANCE SERVICE**

**1.0 GENERAL REQUIREMENTS**

**1.1 Scope of Work**

The selected Proposer shall be capable of providing the services as listed in this Statement of Work (SOW).

**1.2 Contractor's Work Plan**

Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Work Plan and other representations submitted with the Contractor's Proposal.

**1.3 Personal Services of Designated Persons Required**

This Contract provides that the individuals identified in the Contractor's proposal must personally perform or lead the professional services required by the Contract. The failure of those persons to render those services shall be deemed a material breach of the Contract for which the County may terminate the Contract and recover damages. Should it be necessary for the Contractor to substitute an equally qualified professional for an individual named in the proposal, the Contractor shall request the Contract Administrator's approval, which shall not be unreasonably withheld.

**1.4 Contractor's Office**

The Contractor shall maintain a local address within the County at which the Contractor's Representative may be contacted personally or by mail. The office shall be staffed during normal business hours by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract work.

**1.5 Remote System Monitoring**

The Contractor shall be able to provide remote system monitoring of the septic tank system(s) and maintain properly working phone/data lines, including coordinating with the phone service provider for repair, to ensure swift response to the system alarms.

### **1.6 Property Damage**

County property damaged by the Contractor's employees shall be repaired or replaced by the contractor at the Contractor's expense with like workmanship and materials. Such repair or replacement shall be subject to approval by the Contract Administrator.

## **2.0 ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS**

- 2.1** The Department reserves the right to add/delete specific tasks, facilities and/or work hours throughout the term of this Contract; to schedule servicing of added facilities and otherwise to amend and modify Exhibit 1 in accordance with the County's needs.
- 2.2** The County may from time to time close or cease operating certain facilities or portions of such facilities or may reduce the number of days on which services are performed. Such events shall not be deemed breaches of this Contract or of any of the covenants of this Contract and shall not relieve the Contractor of its duty as to the remaining facilities and services.
- 2.3** The Contractor shall be given reasonable written notice by the Contract Administrator (CA) that a facility is to be added or deleted or that the scope of services are being modified and of the effective date of such changes.
- 2.4** In the event of such addition/deletion of facilities or other material modifications of the area or scope of regularly scheduled services, the Contractor's compensation shall be adjusted in accordance with Section 1.4 of the Sample Contract.
- 2.5** All changes must be made in accordance with Attachment A, Sample Contract, sub-paragraph 2.1, Amendments.

## **3.0 CONTRACTOR'S QUALITY CONTROL PLAN**

### **3.1 Purpose of Standards**

The Contractor will observe, at a minimum, the standards set forth in this Section 3.0, and acknowledges that the adequacy of its compliance with the

Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

### **3.2 Contractor's Quality Control Plan**

The Contractor shall comply with Contractor's quality control plan set forth in Form P-5, which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's quality control plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the quality control plan without written approval of the Director or his designee.

## **4.0 QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in Attachment A, Sample Contract, subparagraph 2.14, County's Quality Assurance Plan.

### **4.1 Contract Discrepancy Report (Statement of Work Exhibits, Attachment C)**

Verbal notification of a Contract discrepancy will be made to the Contract Representative as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The CA will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the CA within five workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Contract Administrator within ten workdays.

### **4.2**

The CA may issue a Contract Discrepancy Report to the Contractor in any incident of failure to comply with the performance standards or other unacceptable performance. In the case of continuing deficiencies, the CA may issue a separate Contract Discrepancy Report each day the deficiency continues.

**4.3** The Director may excuse the incident, assess and collect liquidated damages in the manner and amounts described in Attachment C, Statement of Work Exhibits, Exhibit 2, or proceed with Contract termination as provided in Section 2.42, Termination for Default.

**4.4 County Observations**

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

**5.0 RESPONSIBILITIES**

The County's and the Contractor's responsibilities are as follows:

**COUNTY**

**5.1 County Contract Administrator**

**5.1.1** The Facilities and Property Maintenance Division Chief shall be the Contract Administrator (CA) who shall have the authority to act for the County in the administration of the Contract except where action of the Director or Chief Deputy is expressly required by the Contract.

**5.1.2** The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.

**5.1.3** The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.

**5.1.4** The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

**CONTRACTOR**

**5.2 Contractor's Representative**

**5.2.1** The Contractor shall designate a full-time employee as Contractor's Representative (CR) who shall be responsible for Contractor's day-to-day activities related to each inspection and shall be available to the County Contract Administrator or the County's attorney on reasonable

telephone notice each business day and at other times as required by the work. The Contractor may designate himself or herself as the Contractor's Representative.

**5.2.2** The CR shall have full authority to act for the Contractor on all matters relating to the performance of the Contract work.

**5.3 Supervisor**

The Contractor shall provide a supervisor to assure satisfactory performance of the Contract work by the employees who are assigned to perform the work. The CR may act as the supervisor. The supervisor shall be authorized to act for Contractor in every detail and must understand, speak and write English.

**5.4 Changes of Key Personnel**

The Contractor shall obtain the approval of the CA before replacing the CR or the supervisor. Such approval shall not be unreasonably withheld.

**5.5 Personnel**

**5.5.1** Contractor shall ascertain that persons performing Contract services are of sound physical and emotional condition necessary to perform required duties.

**5.5.1** Contractor's employees shall conduct themselves in a reasonable manner at all times; shall not cause disturbance in any County facility; and otherwise are subject to all rules and regulations of the facility.

**5.5.2** Personnel employed by the Contractor and assigned to perform Contract work shall have no serious misdemeanor, theft or felony convictions.

**5.5.3** All personnel assigned by the Contractor to perform Contract work shall at all times be employees of the Contractor and the Contractor shall have the sole right to hire, suspend, discipline, or discharge employees. However, at the request of the Director, the Contractor shall immediately exclude any member of the Contractor's staff from working on this Contract. The County reserves the right to bar any of the Contractor's staff from performing on this Contract.

**5.5.4** The Contractor shall provide the County with a current list of employees, including but not limited to management, and shall keep this list updated during the Contract term.

**5.6 Communication with Department**

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during regular business hours, 9:00 a.m. to 6:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. The Contractor shall return calls during business hours no later than the next business day and as soon as reasonably possible if the call is designated urgent. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within two hours of receipt of the call. In addition, the Contractor shall provide a 24-hour telephone number for immediate response to emergencies.

**5.7 Emergencies**

The Director, in his sole discretion, may determine that an emergency or unforeseen incident jeopardizing health, safety or property requires special septic tank maintenance services. The Contractor shall make such services available within two hours of telephone notice.

**5.8 Reporting Injury, Theft, Damage or Vandalism**

The CR shall report to the CA any injury, theft, damage or vandalism to the facilities within 24 hours of its discovery by the Contractor's staff. The report shall be in writing and on a form that is acceptable to the CA.

**5.9 Reporting Emergency Repairs**

The CR shall report immediately to the CA any condition of the facilities requiring emergency repairs. After hours notification shall be made to:

Carlos Zimmerman, District Manager  
(310) 454-7962 Office  
(310) 420-4973 Cellular

### **5.10 Other Duties**

The Contractor shall perform other duties within the scope of the Contract as required by the Director.

## **6.0 SCOPE OF MAINTENANCE – MICROSEPTEC SEPTIC SYSTEM MODEL ES-12**

### **6.1 On-going Services**

#### **6.1.1 Remote System Monitoring**

Contractor shall monitor the system for performance and respond to the system alarms on an on-going basis. In the event a system alarm is received, Contractor shall first attempt to correct the system fault remotely. If the system cannot be corrected remotely, contractor shall respond and send a technician to the site within four hours of an alarm. Contractor shall ensure phone/data line is in working condition, and if not, coordinate with the phone service provider to repair it.

### **6.2 Monthly Services**

Contractor shall supply and add Chlorination and De-chlorination tablets as needed.

### **6.3 Quarterly Services**

#### **6.3.1 Septic Tanks**

Contractor shall perform scheduled preventive maintenance as recommended by the manufacturer. If needed, maintenance shall be performed on a monthly basis. This includes, but is not limited to, cleaning, lubricating, inspecting, testing, sampling and adjusting the septic system. In addition, the contractor shall inspect all risers for the following:

- Water level
- Sludge thickness and consistency
- Clearance of all obstructions

#### **6.3.2 Dispersal Field**

Inspect and clean any obstructions on the Dispersal Box (D-Box).

**6.3.3 Calibrate Telemetry**

Inspect and calibrate all the sensors to assure the telemetry unit is working properly.

**6.3.4 Reporting**

Contractor shall complete reports as required by the Contract Administrator.

**6.3.5 Sampling**

Service provider shall do effluent sampling and County reporting.

**6.4 As-Needed Services**

The Contractor will be responsible to perform minor repairs that do not involve replacement of parts, such as connecting loose wires, etc.

**7.0 SCOPE OF MAINTENANCE – ADVANTEX SEPTIC SYSTEM MODEL AX-100**

**7.1 On-going Services**

**7.1.1 Remote System Monitoring**

Contractor shall monitor the system for performance and respond to the system alarms on an on-going basis. In the event a system alarm is received, Contractor shall first attempt to correct the system fault remotely. If the system cannot be corrected remotely, contractor shall respond and send a technician to the site within four hours of an alarm. Contractor shall ensure phone/data line is in working condition, and if not, coordinate with the phone service provider to repair it.

**7.2 Monthly Services**

**7.2.1 Textile Filter Pod**

- Inspect emitters – Clean if necessary
- Inspect textile filters – Clean if necessary
- Inspect recirculation system for proper performance
- Flush laterals

**7.3 Quarterly Services**

**7.3.1 Septic Tanks**

Contractor shall inspect all risers in the Primary and Secondary side of the septic tank. Inspection shall include, but is not limited to:

- Water levels
- Sludge thickness and consistency
- Scum thickness and consistency
- Plumbing Tee's cleared of obstacles

Contractor shall maintain proper performance of septic tanks, including:

- Liquid levels
- Pumps floats
- Pump amperage
- Flow rate
- Water level
- Clearance of all obstructions

#### **7.3.2 Disinfection**

Contractor shall ensure the following:

- Clean UV disinfection bulbs
- Replace UV disinfection bulbs

#### **7.3.3 Dispersal Field**

Contractor shall verify flow to dispersal D-BOX

#### **7.3.4 Calibrate Telemetry**

Contractor shall visually inspect and calibrate all sensors and controls to assure proper performance and reporting.

#### **7.3.5 Reporting**

Contractor shall complete reports as required by the Contract Administrator.

#### **7.3.6 Sampling**

Service provider shall do effluent sampling and County reporting.

### **7.4 As-Needed Services**

The Contractor will be responsible to perform minor repairs that do not involve replacement of parts, such as connecting loose wires, etc.

## **8.0 FACILITIES, EQUIPMENT AND PARTS FURNISHED BY COUNTY**

### **8.1 Storage**

During the term of the Contract or any extension period, the Contractor may store the equipment and supplies used in performance of the Contract work as directed by the CA. The use of any storage area furnished by the County shall be at the sole risk of the Contractor. It is acknowledged and agreed that any such storage shall not constitute a bailment or storage for hire and that the County shall have no responsibility for protecting the stored property from loss, theft, damage or destruction. The County may revoke permission to use any such storage area on 24 hours' notice.

### **8.2 Keys and Gate Cards**

The County will provide the Contractor with all keys and gate cards that are required to gain access to the facilities. The CR shall report any lost or stolen key or gate cards to the CA within 24 hours of discovery of its loss. The Contractor shall reimburse the County for the cost of either re-keying or duplicating lost keys or cards as determined by the Director. All key and gate cards shall be returned to the CA upon Contract termination.

The Contractor shall not duplicate any key or gate card without the CA's prior written consent. Duplication of any key or gate card without this consent is a misdemeanor (Section 469 of the California Penal Code), in addition to being a breach of the Contract.

The Contractor shall not give keys to any County facility to a Subcontractor. Contractor shall assign someone to open and close entrance doors and stay with Subcontractors until the specific job is completed.

### **8.3 Replacement parts**

The County will reimburse the Contractor separately for the parts required to be replaced in the normal course of business (such as UV disinfection bulbs). However, the Contractor must request and receive pre-approval from the CA to procure and replace the parts. The County has discretion as to whether will ask the Contractor to procure the parts or procure the parts on its own and supply them to the Contractor.

## **9.0 GREEN INITIATIVES**

- 9.1** Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits. Contractor shall document those efforts on Form P-15.
- 9.2** Contractor shall notify County’s Contract Administrator of Contractor’s new green initiatives prior to the contract commencement.

## **10.0 PERFORMANCE EVALUATION**

The County or its agent will evaluate Contractor’s performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor’s compliance with all Contracts terms and performance standards. Contractor’s deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

## **11.0 PERFORMANCE REQUIREMENTS SUMMARY**

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

- 11.1 The Contractor agrees to and accepts the performance standards, including, but not limited to, the sums set forth as liquidated damages for unacceptable performance.

INVITATION FOR BIDS — AS-NEEDED SEPTIC TANK MAINTENANCE SERVICES  
OFFER TO PERFORM and PRICE PROPOSAL

Proposer:

Name EPD CONSTRUCTION, INC.  
Address 411 N. Harbor Blvd. Ste 304  
SAN PEDRO, CA 90731  
Phone (310) 241-0505 Fax (310) 241-0506

To: Santos H. Kreimann, Director, Department of Beaches and Harbors

Bidder, responding to the Invitation for Bids (IFB) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide septic tank maintenance services at the specified County facilities on the terms and conditions for the performance of this work that are set forth in the IFB. Such services shall be performed during a three-year term that may be extended for two additional, consecutive, optional Contract Years, at the discretion of the Director. The two one-year options shall be exercised separately in succession. No cost increases will be allowed during the two one-year options if executed.

The compensation for Proposer's services shall be in accordance with the rates set forth for such work on page 2 of this form, subject to the limitations provided in the Contract.

This offer shall be irrevocable for a period of 180 days after the final date for submission.

Proposer is a(n): ☐ individual ☒ corporation ☐ partnership or joint venture  
☐ limited liability company ☐ other:

State of organization: California Principal place of business: Los Angeles County

Out of state vendor's authorized agent for service of process in California:

Name N/A Address \_\_\_\_\_ Phone \_\_\_\_\_

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

<u>Kevin Poffenkemper, President</u>	<u>(310) 241-0505</u>	<u>Sandra Poffenkemper, CFO</u>	<u>(310) 241-0505</u>
Name	Title	Name	Title
	Phone		Phone

Dated: 3-1-10

Proposer's signature:

Kevin Poffenkemper, President

Name	Title	Phone
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Sandra Poffenkemper, CFO

Name	Title	Phone
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# PRICE PROPOSAL

FORM P-1

Page 2 of 2

Location/Manufacturer/ Estimated Service Start Date	Base Year 1 FY 2010-11	Base Year 2 FY 2011-12	Base Year 3 FY 2012-13	OPTION YR 1 FY 2013-14	OPTION YR 2 FY 2014-15
Zuma Lifeguard HQ/Microseptec/July 1, 2010	11,930	11,930	11,930	11,930	11,930
<b>TOTAL COST</b>	11,930	11,930	11,930	11,930	11,930
<b>TOTAL 3-YEAR COST (Base Years Only)</b>	\$ 35,790				
Rate per Hour for Unexpected Services: \$	70	M-F			

Please complete with the annual price required to perform maintenance as indicated in the Scope of Work in accordance with the estimated service start date, prorating for partial years as necessary, and noting that the Fiscal Year is July 1<sup>st</sup> through June 30<sup>th</sup>. Annual price per unit must be the same throughout the Base and Option years. This schedule estimates the implementation dates for a number of units. The cost will be adjusted proportionally in accordance with the actual implementation date.

\* NOTE: pumping/hauling fees + repair materials to be billed at cost +15% \*

## PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Page 1 of 2

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

EPD Construction, Inc.                      CA                      2004  
Name    State    Year Inc.

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

\_\_\_\_\_

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration.

Name	County of Registration	Year became DBA
<u>N/A</u>	_____	_____
_____	_____	_____
_____	_____	_____

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm (YES/NO)? NO if YES,

Name of parent firm: N/A

State of incorporation or registration of parent firm: \_\_\_\_\_

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
<u>N/A</u>	_____
_____	_____
_____	_____

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

N/A

\_\_\_\_\_

\_\_\_\_\_

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.4 - Minimum Mandatory Requirements, of this Invitation for Bid, as listed below.

Check the appropriate boxes:

☒ Yes ☐ No Bidder must have a minimum of five years' experience providing service of septic tank systems.

☒ Yes ☐ No Bidder must be certified by the manufacturer of the septic system for which a bid submitted.

☒ Yes ☐ No Bidder must have an office located in Los Angeles County.

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Proposer's Name:

EPD construction, inc. license 838432

Address:

411 N. Harbor Blvd. Ste 304

SAN PEDRO, CA 90731

E-mail address: KEVIN@EPD-net.com Telephone number: (310) 241-0505

Fax number: (310) 241-0504

On behalf of EPD construction, inc (Proposer's name), I Kevin Pottenbinger  
(Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

President

Title

3-1-10

Date

20-0598479

Internal Revenue Service

Employer Identification Number

838432

California Business License Number

135117301

County WebVen Number

## STAFFING &amp; WORK PLAN

- 1. STAFFING PLAN:** Provide the requested information about principals, key employees and subcontractors. The requested information should include professional training and specific related experience providing septic maintenance services in the last five years.

Name	Relationship to Bidder	Job Title	Responsibilities
Kevin Pottenbanger	Owner	Contractor's Representative:	Technical Support
Kevin Pottenbanger	N/A	Supervisors:	
Humberto Lamela	Employee	Field operations manager	MANAGE OPERATIONS - staff in field
Alexander Leonard	Employee	Others: Office operations manager	logistics - office support
Giuseppe Lamela	Employee	Field operations supervisor	
Sandra Pottenbanger	Owner	Account manager	

- 2. PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION** Kevin Pottenbanger, Sandra Pottenbanger

- 3. IDENTIFY PARTNERS/SUBCONTRACTORS:**

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone
Ely Simenul	Ely Jr. Pumping	Subcontractor	Septic Pumping	710 E. Dyer St. Orange, CA 92660	(805) 413-2000
Sam Saiterno	CCP Resources	Subcontractor	Temp. Agency	1000 Palma Dr. #204 Ventura, CA	(805) 676-3400
Kevin Pottenbanger	EPD consultants	Shared principal	Waste water engineering	11 N. Harbor Blvd, San Juan	(310) 241-0505

- 4. BIDDER'S EXPERIENCE PROVIDING SEPTIC TANK MAINTENANCE SERVICES: Please describe you previous years of experience providing septic tank maintenance services. Include you experience suing remote system monitoring and response time responding to system alarms.** 10+ years design, installation, O&M, troubleshooting and repair of advance onsite wastewater treatment systems in Southern California. Principal is RCE with environmental engineering B.S. from Cal Poly including automated process control, electrical & computer engineering coursework, 10+ years in design, specification, fabrication, & troubleshooting of remote telemetry monitoring systems. All field technicians are factory trained with 5+ years experience in operations, troubleshooting and repair of PLC & remote telemetry systems. Staff on-call 24 hours with 2-4 hour alarm response time if needed.
- 5. TRAINING: Please describe the training you have received to service Microseptec and/or Advantex septic tank systems. Include dates.** All key staff is NAWT (December 2009) and COWA (February 2010) certified. Advantex and Microseptec training has been continuous since 2000.
- 6. STAFFING INFORMATION: Please describe the level of staff who would be assigned to provide services for unscheduled work and emergencies.** 95% of the services would be provided by Humberto Lamela and Giancarlo Lamela by responding and coordinating with field technicians as necessary. 5% would be Kevin Poffenbarger by responding to alarms and coordinating work if needed.
- 7. EMERGENCIES AND UNEXPECTED SERVICES: Please describe how your firm will respond and handle emergencies and unexpected services.** EPD maintains current emergency contact information for all clients. In case on an alarm, EPD calls emergency contacts to assess field conditions & log on to telemetry panel when possible (when system is configured as such) to remedy emergency remotely if possible. If required, field technicians on-call are dispatched to the site as necessary. All key EPD personnel are able to access telemetry units via VPN on ANY computer with internet access. Spare parts inventory is maintained and accessible at all times.
- 8. ADDITIONAL OPERATIONAL /WORK PLAN INFORMATION.** Detailed reports are provided after each service and alarm.

## BUSINESS AND FINANCIAL SUMMARY

Attach all documentation listed on Page 27 of the IFB, Business and Financial Summary Section.

1. List your firm's experience providing septic tank maintenance services during the last five years. *(At least 5 years' experience in the field must be demonstrated.)* FAILURE TO LIST ALL OF YOUR FIRM'S EXPERIENCE DURING THE LAST FIVE YEARS MAY RESULT IN REJECTION OF YOUR PROPOSAL.

Start of Contract	End of Contract	Name of Client	Address of Client	Project Mgr./Contact Person	Phone Number	Description of Services
10/2/03	current	JW Colin	781 Lilac Lane	Kevin Pottenberg	(310) 241-0505	OWS Maintenance
11/4/03	7/30/04	Michael Bolley	3000 Campanil	Kevin Pottenberg	(310) 241-0505	OWS Maintenance
10/2/03	2/7/08	Kenia Orell	1035 Cavalier	Kevin Pottenberg	(310) 241-0505	OWS Maintenance
2/25/04	current	Savva Spas	3172 Broad Beach	" "	"	"
4/3/04	current	Mallory Spas Mart	23033 RCH	" "	"	"
11/1/04	1/12/04	Kimberly Laire Trust	1851 Kimberley Lane	" "	"	"
12/2/04	current	Kevin + Claudia Bright	3130 Broad Beach	" "	"	"
10/20/04	12/2/04	Lost Villages Golf	5301 Lost Villages	" "	"	"
4/2/05	current	Brent Hocking	21041 Sea Vista	" "	"	"
7/1/04	current	Boeckman	21070 Sea Level	" "	"	"

Add additional pages if necessary to list all experience.

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Start of Contract	End of Contract	Name of Client	Address of Client	Project Mgr./Contact Person	Phone Number	Description of Services
2/25/04	Current	Stevie Harrison	20720 RHT	Kevin Patterson	(310) 241-0505	ONS MAINTENANCE
2/2/07	Current	Alan Sprot	23834 Malibu Rd	"	"	"
5/22/04	Current	Maria Silva	475 Regent Park	"	"	"
5/5/05	Current	Valig Ehrlich	1029 San Vicente	"	"	"
3/27/04	Current	Leaher Construction	20830 RHT	"	"	"
4/20/07	Current	Westward Financial	22200 RHT, Lot 2	"	"	"
3/11/05	9/21/05	Scott Miller	2730 San Vista	"	"	"
7/21/05	Current	Westward Financial	20830 RHT, Lot 4	"	"	"
5/21/05	11/01/04	La Road Builders	2525 Malibu Rd	"	"	"
2/11/04	Current	At Rosen	1200's Westridge	"	"	"

Add additional pages if necessary to list all experience.

## BUSINESS AND FINANCIAL SUMMARY

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Start of Contract	End of Contract	Name of Client	Address of Client	Project Mgr./Contact Person	Phone Number	Description of Services
6/1/05	2010	Diamond Bar Country Club	2804 Palomares View	Kevin Pottenberger	(916) 241-0505	ASS MAINTENANCE
3/1/04	Current	Cott Palmer	22030 Pkt	"	"	"
1/1/05	Current	Alamy Hays	19088 Arroyo View	"	"	"
10/1/05	Current	Wentworth Financial	3050 Escalante	"	"	"
11/1/05	7/1/08	Dennis Turner	1003 Lilac Lane	"	"	"
3/23/04	Current	Bockmann	31000 San Luis	"	"	"
3/1/04	Current	Meri Pepper	22148 Pkt	"	"	"
3/1/04	12/24/04	Valley Pier	Mallory Pier	"	"	"
3/1/04	Current	Gene Clark	25741 Plumeria Rd	"	"	"
5/3/04	Current	Levy Milk	10130 Via Caballo	"	"	"

Add additional pages if necessary to list all experience.

## BUSINESS AND FINANCIAL SUMMARY

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Start of Contract	End of Contract	Name of Client	Address of Client	Project Mgr./Contact Person	Phone Number	Description of Services
9/1/00	current	Alan Meyer	2580 Beckerside	Kevin Pattenmeyer	310241-0905	AWS Maintenance
10/2/00	11/13/08	Cal-Penn Property	20329 Heathercitt	" "	" "	" "
10/17/02	current	Malibu Management	24000 Cliffside	" "	" "	" "
9/1/02	current	Jim De Varennes	10240 Sycamore Way	" "	" "	" "
11/1/07	current	Kathy Wiskicki	10205 Canyon View	" "	" "	" "
10/20/05	current	The Office Trust	2000 Canyon Canyon	" "	" "	" "
8/1/04	current	Terry + Louise Greig	27000 Mallon Cove Drive	" "	" "	" "
8/1/00	current	Wally Gaudin	1101 Cedar Canyon	" "	" "	" "
8/1/00	current	Dei Subarack	25715 Plumera	" "	" "	" "
8/1/00	current	Dorinda Kinnaman	433 N. Woodhurst	" "	" "	" "

Add additional pages if necessary to list all experience.

## BUSINESS AND FINANCIAL SUMMARY

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Start of Contract	End of Contract	Name of Client	Address of Client	Project Mgr./Contact Person	Phone Number	Description of Services
9/12/08	current	John + Shanna Brooks	3304 Put	Kevin Patterson	(307) 244-0305	ONS MAINTENANCE
9/10/08	current	Jim + Susan Koe	31107 Bullard Rd	"	"	"
9/7/00	current	Wentworth Financial	20000 Kildat 3	"	"	"
9/1/00	current	Marissa Magick	1831 Lathrop Run	"	"	"
8/13/08	current	Linnea Medicare	2353 TWA Cyn	"	"	"
12/5/07	current	Stan Bok	0345 Tahilla	"	"	"
12/11/00	current	Rodney Hill	0124 Fairview	"	"	"
11/8/07	current	Nancy Marcucella	25221 Luman	"	"	"
10/6/08	current	Minda Suvadey	1325 Union	"	"	"
11/3/07	current	Kamigay Lasvein	31027 Klt	"	"	"

Add additional pages if necessary to list all experience.

## BUSINESS AND FINANCIAL SUMMARY

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Start of Contract	End of Contract	Name of Client	Address of Client	Project Mgr./Contact Person	Phone Number	Description of Services
1/3/07	8/21/09	Worm Janke	1230 Via Delago	Kevin Patterson	(310) 241-1050	ONS MAINTENANCE
4/3/07	Current	S&T Trust	1020 E. 10th St	"	"	"
10/22/07	Current	Quilva Consoli	888 Lilac Lane	"	"	"
3/3/07	Current	Bono Mascolo	26001 PCH	"	"	"
2/21/08	Current	Cal-Pan Property	23501 Malibu Canyon	"	"	"
12/18/08	Current	Ron Toms	1371 Brandywine	"	"	"
12/18/08	Current	Kevin Nevo	28018 Del Lago	"	"	"
5/1/07	Current	Kathy Blenkinsop	1700 Odenholm	"	"	"
5/1/07	Current	Sequoia Exotic	3400 Escondido	"	"	"
5/30/07	4/12/09	Montez Virgilio	23805 Stuart Ranch	"	"	"

Add additional pages if necessary to list all experience.

## BUSINESS AND FINANCIAL SUMMARY

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Start of Contract	End of Contract	Name of Client	Address of Client	Project Mgr./Contact Person	Phone Number	Description of Services
8/3/07	Current	Michael Lee	38332 Pitt	Kenneth Pottenberger	(310) 241-0305	Sept Maintenance
12/1/07	Current	Debris Holding	22254 Pitt	"	"	"
12/2/08	12/3/09	Tommy's Plumbing	22204 Pitt	"	"	"
5/23/07	10/5/09	Top Star Construction	22333 Alta Dr	"	"	"
4/23/08	Current	Kenneth L. L. L.	27401 Pitt	"	"	"
1/1/08	Current	Brian's Plumbing	2410 Torrey Ave	"	"	"
2/2/08	Current	David's Plumbing	3544 Sea Level	"	"	"
8/25/09	Current	Clay's Schoenberg	24801 Pitt	"	"	"
9/25/08	Current	Scott's Plumbing	10550 Zuniwa	"	"	"
10/5/08	Current	3241 Broad Beach	3241 Broad Beach	"	"	"

Add additional pages if necessary to list all experience.

## BUSINESS AND FINANCIAL SUMMARY

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1. List your firm's experience providing septic tank maintenance services during the last five years. (At least 5 years' experience in the field must be demonstrated.) FAILURE TO LIST ALL OF YOUR FIRM'S EXPERIENCE DURING THE LAST FIVE YEARS MAY RESULT IN REJECTION OF YOUR PROPOSAL.

Start of Contract	End of Contract	Name of Client	Address of Client	Project Mgr./Contact Person	Phone Number	Description of Services
8/20/08	Current	Howard First	31004 Brookwood	Kevin Pott	(310) 241-1950	On Maintenance
3/1/07	Current	Geonnie Plummer	33330 Hasted	"	"	"
1/20/04	Current	Tim Pierce	3410 Slater Way	"	"	"
10/8/08	Current	Martina Price	33324 Malibu Colony	"	"	"
10/24/08	Current	Chris Noth	2000 Pot	"	"	"
3/11/04	Current	Marc Kostlin	6510 Tama View	"	"	"
1/24/04	Current	Natalie Gersmann	3100 Decker Rd	"	"	"
3/10/04	Current	Mike Gattoprise	21210 Pot	"	"	"
4/11/04	Current	Eric Diller Licklin	67100 Turnney	"	"	"
4/13/04	Current	Scott Sundler	3410 Malibu Rd	"	"	"

Add additional pages if necessary to list all experience.

## BUSINESS AND FINANCIAL SUMMARY

Attach all documentation listed on Page 27 of the IFB, Business and Financial Summary Section.

1. List your firm's experience providing septic tank maintenance services during the last five years. (At least 5 years' experience in the field must be demonstrated.) FAILURE TO LIST ALL OF YOUR FIRM'S EXPERIENCE DURING THE LAST FIVE YEARS MAY RESULT IN REJECTION OF YOUR PROPOSAL.

Start of Contract	End of Contract	Name of Client	Address of Client	Project Mgr./Contact Person	Phone Number	Description of Services
4/30/04	Current	PTN Construction	Firestation 83	Kevin Patterson	(310) 241-0905	ASIS Maintenance
4/27/04	Current	Charles's Restaurant	22821 PCH	"	"	"
4/13/04	Current	Marc Stern	93084 Malibu Colony	"	"	"
5/11/04	Current	Luna Beach HQ	3050 PCH	"	"	"
4/20/04	Current	Charles's Restaurant	33428 PCH	"	"	"
4/14/04	Current	Charles's Restaurant	34352 Malibu Rd	"	"	"
4/30/04	Current	Charles's Restaurant	33300 PCH	"	"	"
5/08/04	Current	Charles's Restaurant	23350 Malibu Colony	"	"	"
7/12/04	Current	SOTHA TRUST	33114 Malibu Colony	"	"	"
8/31/04	Current	Fennell Trust	7120 Fennell	"	"	"

Add additional pages if necessary to list all experience.

## BUSINESS AND FINANCIAL SUMMARY

Attach all documentation listed on Page 27 of the IFB, Business and Financial Summary Section.

1. List your firm's experience providing septic tank maintenance services during the last five years. *(At least 5 years' experience in the field must be demonstrated.)* FAILURE TO LIST ALL OF YOUR FIRM'S EXPERIENCE DURING THE LAST FIVE YEARS MAY RESULT IN REJECTION OF YOUR PROPOSAL.

Start of Contract	End of Contract	Name of Client	Address of Client	Project Mgr./Contact Person	Phone Number	Description of Services
10/1/04	current	Narragansett John	10401 Sycamore Rd.	Kenneth Patten	(310) 241-0305	ONS MAINTENANCE
10/1/04	current	Lee Sperry	25102 Mallard Rd	"	"	"
10/2/04	current	Leanne Wells	10322 Busch Dr	"	"	"
10/3/04	current	Gene Alexander	3210 Serra Rd	"	"	"
11/1/04	current	Elie Vachakis	24824 Wight Rd	"	"	"
7/22/04	current	Wendy Goddard	25228 Mallard Rd	"	"	"
8/12/04	current	Phyllis Givens	3311 Sweetwater Rd	"	"	"
11/4/04	current	Paula Roth Trust	100 Bradview	"	"	"
11/20/04	current	Doris Kroy	3105 Seal Covey	"	"	"
11/25/04	current	Darlene Kelly	7005 Griswood	"	"	"

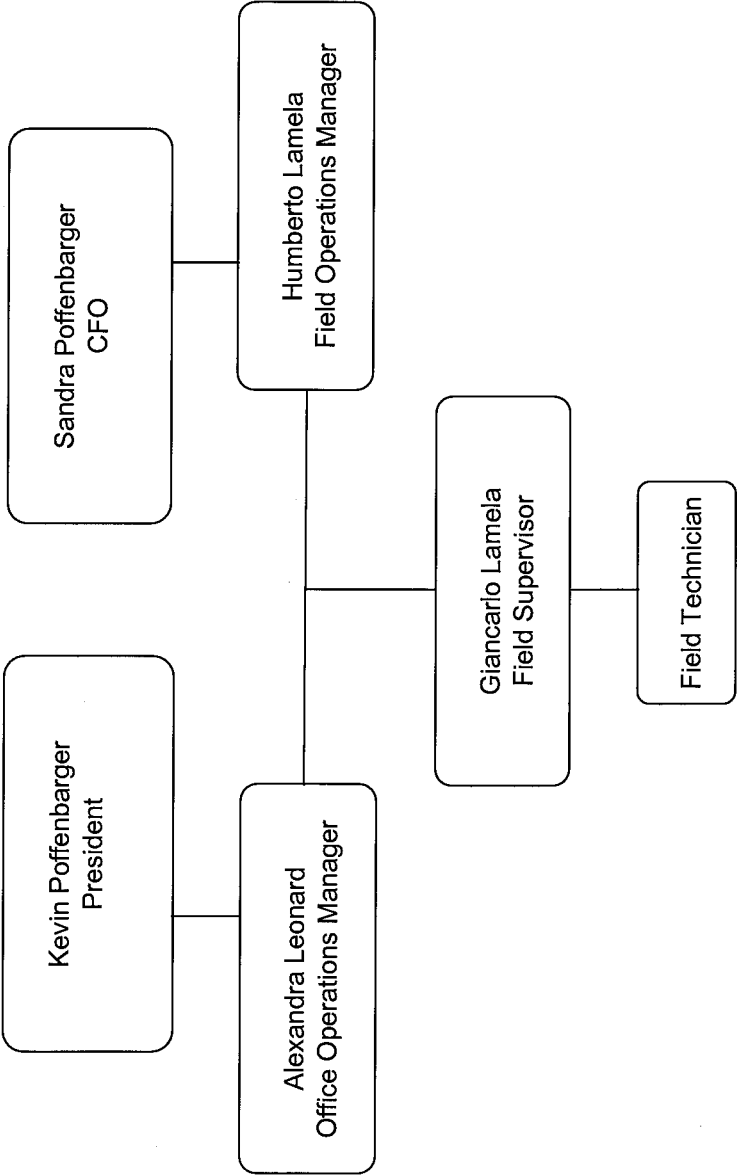
Add additional pages if necessary to list all experience.

2. Please provide the location of Bidder's office of operation: SUN DEVCO, CA
- \_\_\_\_\_
- \_\_\_\_\_
3. Attach an organizational chart or describe the organization of your firm: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

4. CREDIT REFERENCES. List at least three recent credit or financial references:

Name	Address	Business Relationship	Contact Person	Phone Number
Biosolutions, Inc.	5310 Denny Ave STE Fremont, CA 94501	Vendor	RUB SHANKS	(818) 991-9997
Northwest Pump	2945 N. Ontario St. Burrbank, CA 91504	Vendor		(818) 409-3030
Shaw Pump + Supply	20010 Mammation Pl #124 Torrance, CA 90501	Vendor	DUN	(310) 787-8787

EPD Construction, Inc.-Organizational Chart



5. **EVIDENCE OF INSURABILITY.** Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements of Section 2.24 of the Sample Contract.
6. **FINANCIAL STATEMENTS.** Attach copies of financial statements (balance sheet and income statements) for the last full fiscal year and any partial year through at least December 31, 2009. Financial statements shall be prepared according to generally accepted accounting principles. Balance sheet shall show assets, liabilities, and net worth. Income statements shall identify operating expenses such as insurance, payroll, employee benefits, and payroll taxes.

**QUALITY CONTROL PLAN**

1. Please describe your firm's procedures for ensuring compliance with the Contract terms and conditions.

see QCP Response attached

2. Please describe how your firm will prevent unsatisfactory performance of the Contract work, including:

- A plan for reviewing the work of Proposer and Proposer's employees and ensuring its accuracy and compliance with professional standards;
- A plan for ensuring that interim deadlines, in any, and delivery dates are met;
- A plan for ensuring structural follow-up work, as outlined in the RFP is completed;
- The methods for identifying and preventing unsatisfactory performance of the Contract work; and
- Documentation methods of all monitoring results, including any corrective action taken

see QCP Response attached

3. Who will review documents prepared by your office?

see QCP Response attached

4. What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer?

see QCP Response attached

5. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?

see QCP Response attached

6. If you have a written quality control plan, inspection plan or written procedures for your staff, please attach them.

see QCP Response attached

## Quality Control Plan Response – Form P-5

1. All EPD Construction, Inc. employees and subcontractors working on a project will attend a project kick off meeting and go over the contract understand the project goals, deadlines, costs, etc... associated with project. EPD Construction, Inc will track performance of the contract with as needed meetings to ensure project remains on task and budget. All EPD Construction, Inc. employees and subcontractors are required to maintain accountability in their work by provision of written documentation, reports, records, etc... for all work performed. EPD Construction, Inc. utilizes the engineering expertise of EPD Consultants, Inc., which is located in the same offices and owned by the same principals, to review all prepared documents for accuracy, completion, and to identify the required course of action. The civil and environmental engineers on staff at EPD Consultants, Inc. are utilized to prepare the required reports. When additional staffing is required on short notice, EPD Construction, Inc. utilizes CLP Resources to subcontract qualified personnel in either a temporary basis or in a temporary-to-permanent basis.
2.
  - All work performed is documented in writing and entered into the O&M database. This work is reviewed by the EPD Consultants, Inc. project engineers to insure that the work received is in accordance with the contract. Work will be reviewed by the senior project engineer and project engineer assigned the task to ensure no deviations have been included without prior authorization that can cause time delays and cost increases and that professional standards have been applied.
  - Project update meetings are performed as needed to ensure all deadlines and deliveries occur as scheduled. All work is tracked in the O&M database created by EPD Construction, Inc. to optimize O&M services.
  - Project update meetings are performed as needed to ensure all deadlines and deliveries occur as scheduled. All work is tracked in the O&M database created by EPD Construction, Inc. to optimize O&M services.
  - EPD Construction, Inc. utilizes the engineering expertise of EPD Consultants, inc to ensure the highest standard of Quality Assurance / Quality Control.
  - All EPD Construction, Inc. employees and subcontractors are required maintain accountability in their work and provide written documentation, reports, records, etc... for all work performed. At each service, the Field Technician is required to certify that the system was left in satisfactory condition, or identify deficiencies that are required to be addressed. In the event that deficiencies are identified, it is the responsibility of the Field Technician assigned to the service to see to it that all deficiencies are addressed in a timely manner. All work is overseen by EPD Construction, Inc. management as well as EPD Consultants, Inc. engineers.
3. All work is overseen by EPD Construction, Inc. management as well as EPD Consultants, Inc. engineers.

4. Any deficiencies discovered will be handled immediately by EPD Construction, Inc. to ensure that no time delays or cost increases affect the project. Field Technicians are available 24/7 to correct any issues or emergencies that may arise in the field, and qualified management personnel are available in the office during normal business hours. If necessary, office staff are more than willing to work later into the evening and on weekends for any immediate corrections needed.
5. EPD Construction, Inc. can respond immediately to any operational issues or emergencies that might arise. Field Technicians are available 24/7 to correct any issues that may arise in the field, and qualified management personnel are available in the office during normal business hours. If necessary, office staff are more than willing to work later into the evening and on weekends for any immediate corrections needed.
6. This document summarizes the Quality Control Plan in place at EPD Construction, Inc.

**PROPOSER'S EEO CERTIFICATION**EPD Construction, Inc.

Company Name

411 N. Harbor Blvd., Ste 304, San Pedro, CA

Address

90-0598479

Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	(X)	( )
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(X)	( )
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	( )	(X)
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(X)	( )

Signature

Kevin Pottenbarger, President

Name and Title of Signer (Please Print)

February 25, 2010

Date

# COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Bidders, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name: <u>EPD CONSTRUCTION, INC</u>		
Company Address: <u>411 N. Harbor Blvd., Ste 304</u>		
City: <u>San Pedro</u>	State: <u>CA</u>	Zip Code: <u>90731</u>
Telephone Number: <u>(310) 241-0505</u>		
Solicitation For <u>CEM</u> Services:		

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

**Part I: Jury Service Program is Not Applicable to My Business**

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

- ☒ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

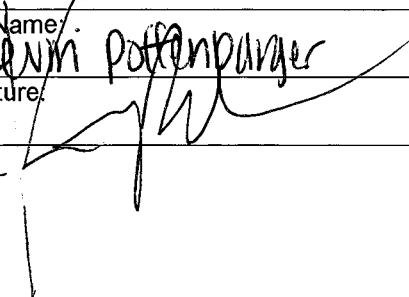
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II: Certification of Compliance**

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name: <u>Kevin Pottenpinger</u>	Title: <u>President</u>
Signature: 	Date: <u>February 25, 2011</u>

**CERTIFICATION OF NO CONFLICT OF INTEREST**

The Los Angeles County Code, Section 2.180.010, provides as follows:

**CONTRACTS PROHIBITED**

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Kevin Poffenbarger

Proposer Name

President

Proposer Official Title

Official's Signature

## ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

**Proposers unable to meet this requirement shall not be considered for contract award.**

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

\_\_\_\_\_ YES (subject to verification by County) X NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

X YES \_\_\_\_\_ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_\_ YES \_\_\_\_\_ NO X N/A (Program not available)

Proposer Organization: EPD construction, Inc.

Signature: \_\_\_\_\_

Print Name: Kevin Pattenburger

Title: President Date: 2/25/10

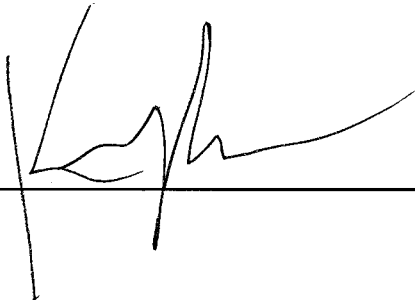
Tel. #: (30)241-0305 Fax #: (310)241-0306

## FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: \_\_\_\_\_

A handwritten signature in black ink, consisting of a large, stylized 'K' followed by a series of loops and a long horizontal stroke.

Date: \_\_\_\_\_

2.25.10

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION  
AND ACKNOWLEDGEMENT OF RFP RESTRICTIONS**

- A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME

PHONE NUMBER

Kevin Poffenbarger  
Danann Poffenbarger

(310) 241-0505  
(310) 241-0505

**NOTE:** Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

NONE

- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

EPD Construction, Inc

Name of Firm

Kevin Poffenbarger

Print Name of Signer

President

Title

[Signature]

Signature

3-1-2010

Date

**Request for Local SBE Preference Program Consideration and  
CBE Firm/Organization Information Form**

**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

FIRM NAME:

NIA \* Need to certify still

COUNTY VENDOR NUMBER:

- ☐ As a Local SBE, certified by the County of Los Angeles Office of Affirmative Action Compliance, I request this proposal/bid be considered for the Local SBE Preference.

**II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

<b>Business Structure:</b> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
<b>Total Number of Employees</b> (including owners): 5						
<b>Race/Ethnic Composition of Firm.</b> Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino		50%	25%	25%	40%	20%
Asian or Pacific Islander						
American Indian						
Filipino						
White	50%		25%	25%	20%	20%

**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	90 %
Women	%	50 %	%	%	%	%

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date
NIA					

**V. DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name Kevin P. [Signature]	Authorized Signature [Signature]	Title President	Date 3.2.10
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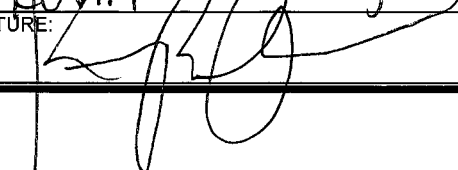
**TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION**

COMPANY NAME: <b>EPD Construction, Inc.</b>		
COMPANY ADDRESS: <b>411 N. Harbor Blvd, Ste 304</b>		
CITY: <b>San Pedro</b>	STATE: <b>CA</b>	ZIP CODE: <b>90731</b>

**I hereby certify that I meet all the requirements for this program:**

- NO** ☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (*attach IRS Determination Letter*);
- NO** ☐ I have submitted my three most recent annual tax returns with my application;
- NO** ☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- NO** ☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.**

PRINT NAME: <b>Kenneth Dattendorf</b>	TITLE: <b>President</b>
SIGNATURE: 	DATE: <b>3-1-10</b>

**REVIEWED BY COUNTY:**

<b>SIGNATURE OF REVIEWER</b>	<b>APPROVED</b>	<b>DISAPPROVED</b>	<b>DATE</b>

## CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: EPD Construction, Inc.

## CONTRACTOR'S CONTRACT REPRESENTATIVE:

Name: Kevin Pottenbarger  
 Title: President  
 Address: 411 N. Harbor Blvd. Ste. 304  
San Pedro, CA 90731  
 Telephone: (310) 241-0505  
 Facsimile: (310) 241-0506  
 E-Mail Address: Kevin@epd-net.com

## CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Alexandru Iordan  
 Title: Office Operations Manager  
 Address: 411 N. Harbor Blvd. Ste 304  
San Pedro, CA 90731  
 Telephone: (310) 241-0505  
 Facsimile: (310) 241-0506  
 E-Mail Address: aiordan@epd-net.com

Name: Sandra Pottenbarger  
 Title: CEO  
 Address: 411 N. Harbor Blvd. Ste 304  
San Pedro, CA 90731  
 Telephone: (310) 241-0505  
 Facsimile: (310) 241-0506  
 E-Mail Address: Sandra@epd-net.com

## Notices to Contractor shall be sent to the following:

Name: Kevin Pottenbarger  
 Title: President  
 Address: 411 N. Harbor Blvd. Ste 304  
San Pedro, CA 90731  
 Telephone: (310) 241-0505  
 Facsimile: (310) 241-0506  
 E-Mail Address: Kevin@epd-net.com

**GREEN INITIATIVES**

Present a narrative of a proposed plan for complying with the green requirements as described in Section 9.0 of the SOW. Describe your company's current environmental policies and practices and those proposed to be implemented.

- Recycle all Metals from construction waste
- Recycle other construction waste as possible
- Recycle/regenerate all granular activated carbon for odor control filters
- Integrated digital reporting database system to minimize paper waste

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name: <u>EPD CONSTRUCTION, INC</u>		
Company Address: <u>411 N. Harbor Blvd, Ste 304</u>		
City: <u>SAN PEDRO</u>	State: <u>CA</u>	Zip Code: <u>90731</u>
Telephone Number: <u>(310) 241-0505</u>	Email address: <u>KEVIN@EPD-NET.COM</u>	
Solicitation/Contract For <u>O&amp;M</u> Services:		

The Proposer/Bidder/Contractor certifies that:

☒ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**- OR -**

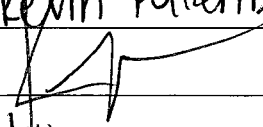
☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name: <u>Kevin Poffenbarger</u>	Title: <u>President</u>
Signature: 	Date: <u>2/25/10</u>

Date: 2/25/10

## IFB EXCEPTION FORM

Proposer's Name EPD CONSTRUCTION INC.  
Address 411 N. Harbor Blvd. Ste 304, San Pedro, CA 90731  
Telephone (310) 241-0305 Fax (310) 241-0300  
E-mail Address kenin@epd.net com

☒ I have reviewed the IFB, Attachments, Exhibits and Forms in its entirety and have **NO** exceptions.

☐ I have reviewed the IFB, Attachments, Exhibits and Forms in its entirety and **have the following exceptions:**

**Exceptions:**

Clearly identify and list your exception(s) by indicating the Section, Paragraph Number and Page Number on the document. Attach additional pages as needed.

Print Name Kevin Poffenbarger

Signature [Signature]

Date 2/25/10

INVITATION FOR BIDS — AS-NEEDED SEPTIC TANK MAINTENANCE SERVICES  
OFFER TO PERFORM and PRICE PROPOSAL

Proposer:

Name	BioSolutions, Inc.	
Address	5310 Derry Ave. Suite E, Agoura Hills, CA 91301	
Phone	818-991-9997	Fax 818-991-9998

To: Santos H. Kreimann, Director, Department of Beaches and Harbors

Bidder, responding to the Invitation for Bids (IFB) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide septic tank maintenance services at the specified County facilities on the terms and conditions for the performance of this work that are set forth in the IFB. Such services shall be performed during a three-year term that may be extended for two additional, consecutive, optional Contract Years, at the discretion of the Director. The two one-year options shall be exercised separately in succession. No cost increases will be allowed during the two one-year options if executed.

The compensation for Proposer's services shall be in accordance with the rates set forth for such work on page 2 of this form, subject to the limitations provided in the Contract.

This offer shall be irrevocable for a period of 180 days after the final date for submission.

Proposer is a(n): ☐ individual ☒ corporation ☐ partnership or joint venture  
☐ limited liability company ☐ other:

State of organization: California Principal place of business: Agoura Hills

Out of state vendor's authorized agent for service of process in California:

Name Address Phone

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

Camille Sherman	CFO	818-991-9997	Steven Braband	President	818-991-9997
Name	Title	Phone	Name	Title	Phone

Dated: 2-24-10

Proposer's signature:

Camille Sherman	CFO	818-991-9997
Name	Title	Phone

STEVEN BRABAND PRESIDENT 818 991 9997

## PRICE PROPOSAL

Location/Manufacturer Estimated Service Start Date	Base Year 1	Base Year 2	Base Year 3	OPTION YR 1	OPTION YR 2
	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15
Zuma Lifeguard HQ/Microseptic/July 1, 2010*	N/A	N/A	N/A	N/A	N/A
Zuma Restroom #1/Advantex/July 1, 2010	4,000	4,000	4,000	4,000	4,000
Zuma Restroom #2/Advantex/July 1, 2012		2,000	4,000	4,000	4,000
Zuma Restroom #3/Advantex/July 1, 2010	4,000	4,000	4,000	4,000	4,000
Zuma Restroom #4/Advantex/July 1, 2010	4,000	4,000	4,000	4,000	4,000
Zuma Restroom #5/Advantex/July 1, 2010	4,000	4,000	4,000	4,000	4,000
Zuma Restroom #6/Advantex/July 1, 2012		2,000	4,000	4,000	4,000
Zuma Restroom #7/Advantex/July 1, 2012		2,000	4,000	4,000	4,000
Zuma Restroom #8/Advantex/July 1, 2012		2,000	4,000	4,000	4,000
Zuma Restroom #9/Advantex/July 1, 2012		2,000	4,000	4,000	4,000
Malibu Surfider/Advantex/January 1, 2011	2,000	4,000	4,000	4,000	4,000
Topanga/Advantex/July 1, 2010	4,000	4,000	4,000	4,000	4,000
Point Dume Restroom #1/Advantex/January 1,	2,000	4,000	4,000	4,000	4,000
Point Dume Restroom #2/Advantex/January 1,	1,000	2,000	2,000	2,000	2,000
Point Dume Restroom #3/Advantex/January 1,	1,000	2,000	2,000	2,000	2,000
<b>Total Cost \$224,000</b>	26,000	42,000	52,000	52,000	52,000
<b>Total 3-YEAR COST (Base Years Only)</b>	<b>\$120,000</b>				
<b>Rate per Hour for Unexpected Services</b>	<b>\$75</b>				
*Excluded from proposal					

## PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

BioSolutions, Inc.	CA	1992
Name	State	Year Inc.

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

N/A
-----

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration.

Name	County of Registration	Year became DBA
N/A		

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm (YES/NO)? No if YES,

Name of parent firm: \_\_\_\_\_

State of incorporation or registration of parent firm: \_\_\_\_\_

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
N/A	

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

N/A
-----

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.4 - Minimum Mandatory Requirements, of this Invitation for Bid, as listed below.

Check the appropriate boxes:

- ☒ **Yes** ☐ **No** Bidder must have a minimum of five years' experience providing service of septic tank systems.
- ☒ **Yes** ☐ **No** Bidder must be certified by the manufacturer of the septic system for which a bid submitted.
- ☒ **Yes** ☐ **No** Bidder must have an office located in Los Angeles County.

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Proposer's Name:

BioSolutions Inc.

Address:

5310 Derry Ave., Suite E, Agoura Hills, CA 91301

E-mail address: csherman@biosolutions.org

Telephone number: 818 991 9997 ex 202

Fax number: 818 991 9998

On behalf of BioSolutions Inc. (Proposer's name), I Camille Sherman

(Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

CFO

Title

February 24, 2010

Date

95-4354597

Internal Revenue Service  
Employer Identification Number

1805240

California Business License Number

13606801

County WebVen Number

**1. STAFFING PLAN:** Provide the requested information about principals, key employees and subcontractors. The requested information should include professional training and specific related experience providing septic maintenance services in the last five years.

Name	Relationship to Bidder	Job Title	Responsibilities
Steven Braband	Employee	<b>Contractor's Representative:</b>	Maintenance of On-site Treatment Systems
Rob Shanks	Employee	<b>Supervisors:</b> Operations Manager	Maintenance of On-site Treatment Systems
David Tufto	Employee	Maintenance Supervisor	Maintenance of On-site Treatment Systems
		<b>Others:</b>	
Steve Brown	Employee	Service Technician	Maintenance of On-site Treatment Systems
Daniel Cuneo	Employee	Service Technician	Maintenance of On-site Treatment Systems

2. PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION Steven Abraham, Camille Sherman, Rob Shanks, Irwin Kravitz

### 3. IDENTIFY PARTNERS/SUBCONTRACTORS:

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone
		N/A			

4. **BIDDER'S EXPERIENCE PROVIDING SEPTIC TANK MAINTENANCE SERVICES:** Please describe your previous years of experience providing septic tank maintenance services. Include your experience using remote system monitoring and response time responding to system alarms.

BioSolutions Inc. has been servicing Septic/Treatment Systems for 18 years. BioSolutions was the pioneer with the introduction and utilization of remote telemetry monitoring and control in the on-site wastewater treatment industry in Southern California over 14 years ago.

5. **TRAINING:** Please describe the training you have received to service Microseptic and/or Advantex septic tank systems. Include dates and any certifications you may have received.

As the Advantex dealer, BioSolutions was trained by the Manufacturer in 2000 to service Advantex Treatment Systems and train and certify other service providers.

We currently service 111 Advantex Treatment Systems, including both Residential & Commercial installations.

6. **STAFFING INFORMATION:** Please describe the level of staff who would be assigned to provide services for unscheduled work and emergencies.

Our Maintenance Supervisor oversees all unscheduled work and Emergencies. Trained Service Technicians work in Malibu on a daily basis during regular business hours and can easily respond. During off-hours a dedicated on call technician is available to respond within 2 hours and call his supervisor if emergency work is needed to be done.

7. **EMERGENCIES AND UNEXPECTED SERVICES:** Please describe how your firm will respond and handle emergencies and unexpected services.

Business Hours - Maintenance Supervisor responds to calls, logs into the system remotely and dispatches a local service technician if necessary. After hours calls are routed to an emergency number. On-call personnel have laptop computers to log into the system, evaluate problems, make corrections and respond to the site if necessary.

8. **ADDITIONAL OPERATIONAL/WORK PLAN INFORMATION (Attach additional pages if necessary):**

See Form P-5

1. List your firm's experience providing septic tank maintenance services during the last five years. (At least 5 years' experience in the field must be demonstrated.) FAILURE TO LIST ALL OF YOUR FIRM'S EXPERIENCE DURING THE LAST FIVE YEARS MAY RESULT IN REJECTION OF YOUR PROPOSAL.

[illegible]

**Add additional pages if necessary to list all experience.**

# Business Financial Summary

Form P-4  
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Start of	End of	Name	Address	City	Zipcode	Contact	Contact #	Description of Services
Contract	Contract							
3/5/2005	Active	Macleod Partnership	19220 Pacific Coast Hwy	Malibu	90265	Barbara	213-380-2955 X-10	O & M*
3/5/2005	Active	Macleod Partnership	19222 Pacific Coast Hwy	Malibu	90265	Barbara	213-380-2955 X-10	O & M*
10/1/2001	Active	Linda Collins	19324 Pacific Coast Hwy	Malibu	90265	Linda Collins	310-456-2096	O & M*
11/15/2006	Active	Todd Phillips	19722 Pacific Coast Highway	Malibu	90265	Todd Phillips	323-810-8191	O & M*
1/1/2007	Active	Tamaron Keyes	19816 Grandview	Topanga	90290	Tamaron Keyes	310-386-8866	O & M*
2/15/2010	Active	Scott Erickson	20026 Pacific Coast Hwy	Malibu	90265	Scott Erickson	310-739-3217	O & M*
9/1/2009	Active	John Kilbane/Big Rock PCH	20032 Pacific Coast Hwy	Malibu	90265	John	310-739-3217	O & M*
9/15/2006	Active	Michael Paul	20038 Pacific Coast Hwy	Malibu	90265	Michael Paul	310-456-3464	O & M*
11/1/2006	Active	CW Edwards/Cathy Trust	20552 Pacific Coast Hwy	Malibu	90265	Cathy	480-231-9123	O & M*
1/1/2004	Active	Gary Ford	2063 Delphine	Calabasas	91302	Gary Ford	310-739-3217	O & M*
4/1/2005	Active	David Heckerman	20656 Pacific Coast Hwy	Malibu	90265	David Heckerman	425-706-2662	O & M*
9/1/2007	Active	Richard Gritz	21149 Entrada Road	Topanga	90290	Richard Gritz	310-455-2630	O & M*
8/1/2009	Active	J. Jennings/Atarnopolsky	21259 Entrada Road	Topanga	90290	J. Jennings	323-954-9084	O & M*
5/1/2003	Active	Velch	21324 Pacific Coast Highway	Malibu	90265	Carol Velch	310-474-4903	O & M*
12/1/2007	Active	Kevin Montgomery	22038 Pacific Coast Highway	Malibu	90265	Kevin	323-656-7425	O & M*
10/1/2005	Active	Daniel & Chiara Colojacomo	22076 TopangaSchool Road	Topanga	90290	Daniel	310-455-9848	O & M*
1/1/2003	Active	David Geffen	22108 Pacific Coast Hwy	Malibu	90265	Richard Sherman	310-317-9825	O & M*
12/1/2005	Active	Peter Morton	22258 Pacific Coast Hwy	Malibu	90265	Brian H Rose	310-500-0418	O & M*
9/1/2005	Active	Peter Morton	22310 Pacific Coast Hwy	Malibu	90265	Brian H Rose	310-500-0418	O & M*
6/1/2006	Active	Kevin Montgomery	22722 Chamera	Topanga	90290	Beth Coni	914-939-8303	O & M*
8/1/2008	Active	Tom Jolls	231 Loma Metisse	Malibu	90265	Tom Jolls	310-266-66114	O & M*
8/1/2007	Active	Phillip Roman	23416 Malibu Colony Drive	Malibu	90265	Phillip Roman	323-935-3500	O & M*
7/1/2006	Active	Patricia & Anthony Fantozzi	23520 Malibu Colony Drive	Malibu	90265	Tony Fantozzi	310-456-3092	O & M*
7/15/2007	Active	Perencio Park	23554 Pacific Coast Hwy	Malibu	90265	Carl	310-270-3799	O & M*
1/1/1/2003	Active	Stern	23700 Malibu ColonyDr	Malibu	90265	Eva Stern	310-456-9267	O & M*
4/1/2003	Active	Scott Martin	23720 W. Malibu Colony Dr	Malibu	90265	Scott Martin	310-456-8082	O & M*
1/1/2003	Active	Michael Weinstock	23754 Malibu Road	Malibu	90265	Mike Weinstock	310-203-9220	O & M*
4/1/2005	Active	Victoria Principal	23926 Malibu Rd	Malibu	90265	Melinda	310-456-9400	O & M*
9/1/2006	Active	Maria Brown	24314 Malibu Road	Malibu	90265	Maria Brown	310-317-6269	O & M*
11/1/2007	Active	Ashley Lewis	24320 Malibu Road	Malibu	90265	Ashley Lewis	310-456-6763	O & M*
7/1/2005	Active	David Kemp	24453 Dry Creek Canyon Road	Calabasas	91302	David Kemp	818-224-4485	O & M*
1/1/2004	Active	Joe Caplan	24616 Malibu Beach Road	Malibu	90265	Joe Caplan	818-631-2345	O & M*
8/1/2006	Active	Bedroc Oruncakciel	24826 Malibu Road	Malibu	90265	Koko	818-704-9553	O & M*
8/1/2008	Active	Stacie McDaniel	24848 Malibu Rd	Malibu	90265	Shirani	310-709-1463	O & M*
7/1/2006	Active	Matt Serletic	24932 Thousand Peaks Road	Calabasas	91302	Matt Serletic	818-224-2140	O & M*

## Business Financial Summary

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Start of	End of	Name	Address	City	Zipcode	Contact #	
Contract	Contract						
6/1/2006	Active	Mark Nadel	25123 Mailbu Road	Mailbu 90265	Mark Nadel	818-865-1570	O & M*
10/1/2003	Active	25250 Mailbu Development LLC	25250 Mailbu Road	Mailbu 90265	Eytan Levine	805-202-9950	O & M*
10/1/2005	Active	Carl Wise	25717 Mulholland	Calabasas 91302	Carl Wise	818-878-3014	O & M*
1/1/2010	Active	Hossein Kia	26074 Mulholland	Calabasas 91302	Hossein Kia	818-880-8035	O & M*
4/1/2006	Active	R. W. Clark	26800 Guest House	Mailbu 90265	Dick Clark	818-789-3644	O & M*
4/1/2006	Active	R. W. Clark	26800 Main House	Mailbu 90265	Dick Clark	818-789-3644	O & M*
8/1/2005	Active	Sean Thonson	26842 Mailbu Cove Colony	Mailbu 90265	Allie	310-589-2074	O & M*
1/1/2007	Active	Stewart Mittler/Toni Hubenette	2695 Old Topanga	Topanga 90290	Stewart Mittler	310-210-9028	O & M*
7/1/2005	Active	Diane Winkler	27540 Pacific Coast Hwy	Mailbu 90265	Diane Winkler	310-948-5454	O & M*
9/15/2006	Active	Pablo Villablanca	27567 Winding Way	Mailbu 90265	Pablo Villablanca	323-669-5654	O & M*
9/15/2009	Active	Brenda Freeman	28165 Re De Copas Lane	Mailbu 90265	Brenda Freeman	310-858-8144	O & M*
6/1/2009	Active	Peter & Linda Woglom	28169 Rey De Copas Lane	Mailbu 90265	Peter Woglom	775-833-0354	O & M*
7/1/2003	Active	Paul Aiello	2872 Sea Breeze Dr	Mailbu 90265	Paul Aiello	310-456-1145	O & M*
1/1/2004	Active	Hedawat	28330 Hampton Place	Mailbu 90265	Hedawat	310-261-2093	O & M*
1/1/2004	Active	Rob Cohen	28850 Hampton Place	Mailbu 90265	Rob Cohen	310-456-8428	O & M*
1/1/2004	Active	Sara Weinstock	28870 Hampton Place	Mailbu 90265	Sara Weinstock	310-339-6639	O & M*
1/1/2004	Active	Jordan Tarlow	28890 Hampton Place	Mailbu 90265	Jordan Tarlow	310-457-0489	O & M*
1/1/2004	Active	David Schack	28930 Hampton Place	Mailbu 90265	David Schack	310-552-5061	O & M*
4/1/2004	Active	Hung Trust	29441 Bluewater Rd	Mailbu 90265	Loretta Hung	310-470-1874	O & M*
8/1/2008	Active	Steve Arce	29517 Harvester Drive	Mailbu 90265	Steve Arce	310-457-0268	O & M*
7/17/2006	Active	Cameron Besharat	30355 Morning View	Mailbu 90265	Cameron Besharat	323-653-3333	O & M*
6/1/2009	Active	Dennis Haysbert	30400 Morning View	Mailbu 90265	Dennis Haysbert	310-457-5086	O & M*
7/1/2003	Active	Danny Klein	30708 Pacific Coast Hwy	Mailbu 90265	Danny Klein	310-457-1204	O & M*
7/1/2004	Active	Jeff Iotman	30712 Pacific Coast Hwy	Mailbu 90265	Jeff Iotman	310-820-5300	O & M*
1/1/2005	Active	Pat Hartunoan	30718 Pacific Coast Hwy	Mailbu 90265	Pat Hartunoan	818-883-3033	O & M*
7/1/2003	Active	Joyce Ross	30724 Pacific Coast Hwy	Mailbu 90265	Joyce Ross	310-471-4418	O & M*
7/1/2002	Active	Ressler	30846 Broad Beach Rd	Mailbu 90265	Ted Perez	818-231-8072	O & M*
8/1/2006	Active	Avi Arad	30944 Broad Beach RD	Mailbu 90265	Mary Jane	203-386-8038	O & M*
2/1/2007	Active	Kauffman/Skloff	31212 Broad Beach Rd	Mailbu 90265	David	310-948-6470	O & M*
10/15/2006	Active	Rick Polsky	31610 Broad Beach Road	Mailbu 90265	Rick Polsky	818-335-4761	O & M*
7/1/2006	Active	Fred Minagar	31727 Pacific Coast Hwy	Mailbu 90265	Fred Minagar	310-457-1068	O & M*
7/1/2008	Active	Kris Kristofferson	3179 Sumac Ridge Road	Mailbu 90265	K. Kristofferson	310-317-6975	O & M*
1/1/2004	Active	Joel Hynek	31847 Hidden Highland	Agoura Hills 91301	Joel Hynek	310-490-4370	O & M*
9/15/2008	Active	Richard Scarborough	32100 Mulholland Drive	Mailbu 90265	Richard Scarborough	818-865-8105 X-12	O & M*
5/1/2005	Active	James Cameron	3211 Retreat Court	Mailbu 90265	James Cameron	310-317-0797	O & M*

## Business Financial Summary

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Start of Contract	End of Contract	Name	Address	City	Zipcode	Contact #	
2/1/2009	Active	Howard Marks	3064 Pacific Coast Hwy Gues	Malibu 90265	Jim Sangster	805-640-5953	O & M*
8/1/2008	Active	Howard Marks	33064 Pacific Coast Hwy Main	Malibu 90265	Jim Sangster	805-640-5953	O & M*
2/1/2009	Active	Howard Marks	33100 Pacific Coast Hwy	Malibu 90265	Jim Sangster	805-640-5953	O & M*
9/9/2003	Active	New Road School	3480 Las Flores	Malibu 90265	Dan	310-420-3170	O & M*
8/8/2002	Active	New Road School	3504 Las Flores	Malibu 90265	Dan	310-420-3170	O & M*
10/1/2005	Active	Errol Ginsberg	3635 Serra Riad	Malibu 90265	Errol Ginsberg	310-456-7552	O & M*
10/1/2008	Active	David & Nicki Bassett	3865 Ramirez Ridge Trail	Malibu 90265	David Bassett	818-307-8328	O & M*
12/1/2008	Active	Yalanda Hadid	3903 Carbon Cyn	Malibu 90265	Yalanda Hadid	310-456-2829	O & M*
4/1/2004	Active	Don Rudkin	3942 Ramba Orienta	Malibu 90265	Don Rudkin	213-688-6577	O & M*
1/1/069	Active	Mark Morgan	5501 Horizon Dr	Malibu 90265	Mark Morgan	310-457-7098	O & M*
7/1/2001	Active	Collins	5796 Chesebro	Agoura Hills 9130	Collins	818-707-4452	O & M*
2/1/2004	Active	Greenberg	5853 Filaree Heights	Malibu 90265	Jill Greenberg	310-457-9398	O & M*
10/1/2009	Active	Greg Winters	5876 Ramirez Canyon	Malibu 90265	Greg Winters	310-589-0456	O & M*
9/1/2006	Active	Tim or Aleece Commerford/Weiss	5908 Zumirez Dr	Malibu 90265	Alise	310-457-0003	O & M*
9/1/2008	Active	Chris Haarhoff	6033 Colodny Drive	Agoura Hills 9130	Chris Haarhoff	310-476-2603	O & M*
1/1/2002	Active	Konkol	6130 Cavalleri	Malibu 90265	Alena Konkol	818-445-0159	O & M*
1/1/2009	Active	Ron Kemper	6257 Murphy Way	Malibu 90265	John	424-644-0556	O & M*
8/15/2008	Active	Amir Heshmatpour	6363 Lunita Road	Malibu 90265	Amir Heshmatpour	310-457-3037	O & M*
8/1/2007	Active	Burger	6380 Delaplane	Malibu 90265	Burger	310-994-4320	O & M*
1/1/2009	Active	Terri Heravi	6390 Meadows Court	Malibu 90265	Terri Heravi	310-433-0176	O & M*
12/1/2008	Active	Eric & Cheryl Jacobson	6804 Zumirez	Malibu 90265	Eric Jacobson	310-457-2320	O & M*
1/1/2009	Active	6950 Dume Drive Trust	6950 Dume Drive	Malibu 90265	Jack Bernadon	818-973-4500	O & M*
5/1/2008	Active	Kathy Edwards	6962 Wildlife	Malibu 90265	Guard Shack	310-457-8315	O & M*
5/15/2009	Active	Brad Burton	9215 Georgia Way	Chatsworth 91311	Brad Burton	805-501-0392	O & M*
10/1/2006	Active	Gary Smith	9218 Applegate	Chatsworth 91311	Gary Smith	817-317-4814	O & M*
1/15/2010	Active	John Anselmo	755 Crater Camp	Calabasas 91302	John Anselmo	310-422-9141	O & M*
1/15/2010	Active	Dale Scheffler	25447 Mailbu Road	Malibu 90265	Dale Scheffler	909-595-2924	O & M*
10/1/2005	Active	Trey Trust	1409 Cold Canyon	Calabasas 91302	Slobo Svrdian	310-402-9370	O & M*
2/1/2001	Active	GraceHarrison Trust	19954 Pacific Coast Hwy	Malibu 90265	Jim Cunningham	310-633-1254	O & M*
4/1/2003	Active	Donald Kushner	20296 Pacific Coast Hwy	Malibu 90265	Michael	310-927-1021	O & M*
10/1/2002	Active	Nancy Riordan	22338 Pacific Coast Hwy	Malibu 90265	Rita	310-476-3259	O & M*
4/1/2002	Active	Haim Saban	22368 Pacific Coast Hwy	Malibu 90265	Artemio	310-317-1881	O & M*
3/1/2004	Active	Mailbu Surf LLC	22648 Pacific Coast Hwy	Malibu 90265	Elkins Prop Mgt	310-862-1000	O & M*
1/1/2003	Active	Mailbu Beach Club	22660 Pacific Coast Hwy	Malibu 90265	Joanna Miller	310-317-9997	O & M*
10/1/2006	Active	Seaview Terrace	22741 Pacific Coast Hwy	Malibu 90265	Norm Haynie	310-456-5515	O & M*

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Start of	End of	Name	Address	City	Zipcode	Contact #	Contact #	
Contract	Contract							
1/1/2002	Active	Sweet Residence	24824 Pacific Coast Hwy	Malibu 90265	Albert Sweet	310-456-1861	O & M*	
9/1/2001	Active	Burke Residence	28685 Wagon Road	Agoura Hills 91301	Suzanne Burke	818-706-9826	O & M*	
1/1/2009	Active	The Canyon	2890 KananDume	Malibu 90265	Roman	310-383-3209	O & M*	
1/1/2005	Active	J & p Ltd (Jack Schultz)	28990 Pacific Coast Hwy	Malibu 90265	Victor	310-589-1102	O & M*	
6/1/2003	Active	Michael Schwab	30750 Pacific Coast Hwy	Malibu 90265	Michael Schwab	310-454-0685	O & M*	
10/1/2003	Active	Nancy Strick	30962 Broad Beach	Malibu 90265	Nancy Strick	310-502-4460	O & M*	
1/1/2002	Active	Linda Fenton	31350 Broad Beach	Malibu 90265	Linda Fenton	818-851-9438	O & M*	
6/1/2002	Active	Andrew Stern	31659 Seal Level	Malibu 90265	Andrew Stern	310-457-1723	O & M*	
10/1/2001	Active	John Buerge	33133 Mulholland Hwy	Malibu 90265	John Buerge	310-820-2631 X-200	O & M*	
10/1/2001	Active	Marvin Rich	6047 Cavaleri Dr	Malibu 90265	Marvin Rich	310-589-8602	O & M*	
7/1/2001	Active	Mountains Recreation	Ramirez Cyn	Malibu 90265	Marsha Feldman	310-589-2850 X-144	O & M*	
2/15/2007	Active	Val Verde Park	30300 W. Arlington St	Val Verde 91384	Don Houston	661-294-3512	O & M*	
7/1/2009	Active	LA County Beaches & Harbors	Zuma #1 Restroom	Malibu 90265	Carlos Zimmerman	310-454-7962	O & M*	
7/1/2009	Active	LA County Beaches & Harbors	Zuma #3 Restroom	Malibu 90265	Carlos Zimmerman	310-454-7962	O & M*	
7/1/2009	Active	LA County Beaches & Harbors	Zuma #4 Restroom	Malibu 90265	Carlos Zimmerman	310-454-7962	O & M*	
7/1/2009	Active	LA County Beaches & Harbors	Zuma #5 Restroom	Malibu 90265	Carlos Zimmerman	310-454-7962	O & M*	
3/1/1994	Active	Heathercliff HOA	29221 Heathercliff Road	Malibu 90265	Phil DuFrene	805-492-4435	O & M*	
4/1/2009	Active	MTM Construction	Topanga Beach Restroom	Malibu 90265	Carlos Zimmerman	310-454-7962	O & M*	
2/1/1994	Active	Geoffrey's	27400 Pacific Coast Hwy	Malibu 90265	Jeff	310-457-1519	O & M*	
6/15/2004	Active	Jack in the Box	23017 Pacific Coast Hwy	Malibu 90265	Manager	626-732-3055	O & M*	
2/1/2001	Active	Trancas Market	30745 Pacific Coast Hwy	Malibu 90265	Cindy Macafee	310-451-9877	O & M*	
1/1/1994	Active	Malibu Creek Plaza	3880 Cross Creek	Malibu 90265	Michael	310-275-7222	O & M*	
7/1/2006	Active	Marcey Carsey	33148 Pacific Coast Hwy	Malibu 90265	Peter	310-268-2062	O & M*	
10/1/2005	Active	Reliant Energy-Mandalay Station	393 North Harbor Blvd	Oxnard 93035	John Mason	805-984-5201	O & M*	
12/1/1997	Active	Lou Adler	21756 Pacific Coast Hwy	Malibu 90265	Lou Adler	310-456-1721	O & M*	
8/1/2005	Active	Yolanda Ochoa	2312 Antelope St	Acton 93510	Yolanda Ochoa	323-588-1127	O & M*	
8/1/2005	Active	Don Puett	2315 Antelope Street	Acton 93510	Don Puett	661-755-1668	O & M*	
6/1/2003	Active	Deborah Collins	24232 Dry Canyon Cold Creek	Calabasas 91302	Deborah Collins	818-225-1480	O & M*	
1/1/2004	Active	Tom McMillan	28910 Hampton Place	Malibu 90265	Tom McMillan	310-457-7500	O & M*	
4/1/2002	Active	Bert Boechmann	31660 Sea Level Drive	Malibu 90265	Bert Boechmann	818-787-3800	O & M*	
8/1/2005	Active	Joseph Bogle	33418 Desert Road	Acton 93510	Joseph Bogle	310-674-1184	O & M*	
8/1/2005	Active	Guido & Claudia Gil	33442 Desert Road	Acton 93510	Claudio Gil	818-994-3404	O & M*	
8/1/2005	Active	GretchenHumphrey	33504 Desert Road	Acton 93510	GretchenHumphrey	818-974-5489	O & M*	
8/1/2005	Active	Gary Bernstein	33516 Desert Road	Acton 93510	Gary Bernstein	Not Available	O & M*	
8/1/2005	Active	Tony & Tina Capistrano	33528 Desert Road	Acton 93510	Tony Capistrano	661-269-1871	O & M*	

## Business Financial Summary

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Start of Contract	End of Contract	Name	Address	City	Zipcode	Contact #	Contact #	
8/1/2005	1/1/2009	Hector Lopez	33540 Desert Road	Action	93510	Hector Lopez	818-974-5489	O & M*
8/1/2005	1/1/2009	Zanubia & Sergio Delgado	33552 Desert Road	Action	93510	Sergio Delgado	661-269-5817	O & M*
8/1/2005	1/1/2009	Alex & Dena Pineda	33564 Desert Road	Action	93510	Alex Pineda	661-274-4974	O & M*
8/1/2005	1/1/2009	Felix & Andrea Thomas	33576 Desert Road	Action	93510	Felix Thomas	661-901-0222	O & M*
4/1/2004	1/1/2009	George Leis	405 Palomar Road	Ojai	93023	George Leis	323-397-6104	O & M*
1/1/1995	8/1/2007	Jeff Rogers	42A Malibu Colony Rd	Malibu	90265	Jeff Rogers	310-456-7043	O & M*
7/1/2002	8/1/2007	Steve Moir	54A Malibu Colony Rd	Malibu	90265	Steve Moir	310-656-3150	O & M*
10/1/2001	8/1/2007	Diane Barnett	89 Malibu Colony Drive	Malibu	90265	Diane Barnett	310-456-8973	O & M*
7/1/1995	6/1/2008	Allegria Restaurant	22821 Pacific Coast Hwy	Malibu	90265	Charly	310-456-3132	O & M*
8/1/1994	1/1/2009	Zuma Plaza -A. Hart Realty	29575 Pacific Coast Hwy	Malibu	90265	Andrew Hart	213-739-1511	O & M*
7/1/1997	3/1/2008	Calabasas Golf & Country Club	4515 Park Entrada	Calabasas	91302	Manager	818-222-8111	O & M*
11/1/1999	12/31/2009	Cholada Thai Beach Cuisine	18763 Pacific Coast Hwy	Malibu	90265	Manager	323-465-0115	O & M*
3/1/2004	7/1/2008	La Costa Townhomes	21226 Pacific Coast Hwy.	Malibu	90265	Jan	310-456-3821	O & M*
9/1/1998	12/1/2007	Malibu Colony Plaza	23705 W. Malibu Road	Malibu	90265	Cindy Macatee	310-451-9877	O & M*
5/15/2003	9/30/2006	Malibu Bay Co. Winter Canyon	24000 Civic Center Way	Malibu	90265	Cindy Macatee	310-451-9877	O & M*
10/1/2001	7/1/2007	Malibu Beach Inn	22878 Pacific Coast Highway	Malibu	90265	Skip Meiser	310-456-6444	O & M*
2/1/2001	4/1/2007	Malibu Vineyard Church	23825 Stuart Ranch Road	Malibu	90265	Cathy Leogrande	310-317-4293	O & M*
2/1/1994	5/1/2005	Point Dume Restaurant	29169 Heathercliff Rd	Malibu	90265	Manager	310-457-7104	O & M*
9/1/1994	12/1/2006	Saddlepeak Lodge	419 Cold Canyon Road	Calabasas	91302	Manager	818-222-1099	O & M*
1/1/2002	1/1/2005	Temitayo Abidoeye	28908 West Beach Lane	Malibu	90265	Temitayo Abidoeye	310-589-8292	O & M*
1/1/2005	1/1/2009	Duke Dehaas	18856 Pacific Coast Hwy	Malibu	90265	Duke Dehaas	213-426-3602	O & M*
10/1/2006	1/1/2008	Raymond Munro	2210 Mar Vista Road	Malibu	90265	Raymond Munro	323-850-6926	O & M*
11/15/2006	1/1/2009	Oscar Medrano	26040 Mulholland Drive	Calabasas	91302	Oscar Medrano	818-464-5189	O & M*
7/1/2006	1/1/2009	Brian Fox	23307 Bocana Street	Malibu	90265	Brian Fox	310-581-1212	O & M*
1/1/2008	1/1/2009	Navendu Joshi	6401 Sycamore Meadows	Malibu	90265	Navendu Joshi	818-991-6164	O & M*
1/1/2009	1/1/2010	Chester Griffiths	18834 Pacific Coast Hwy	Malibu	90265	Chester Griffiths	310-456-7480	O & M*
1/1/2009	4/1/2009	Charles Schetter	23556 Malibu Colony #67	Malibu	90265	Charles Schetter	310-457-4164	O & M*

2. Please provide the location of Bidder's office of operation:

5310 Derry Ave
Suite E
Agoura Hills, CA 91301

3. Attach an organizational chart or describe the organization of your firm: See Attached chart

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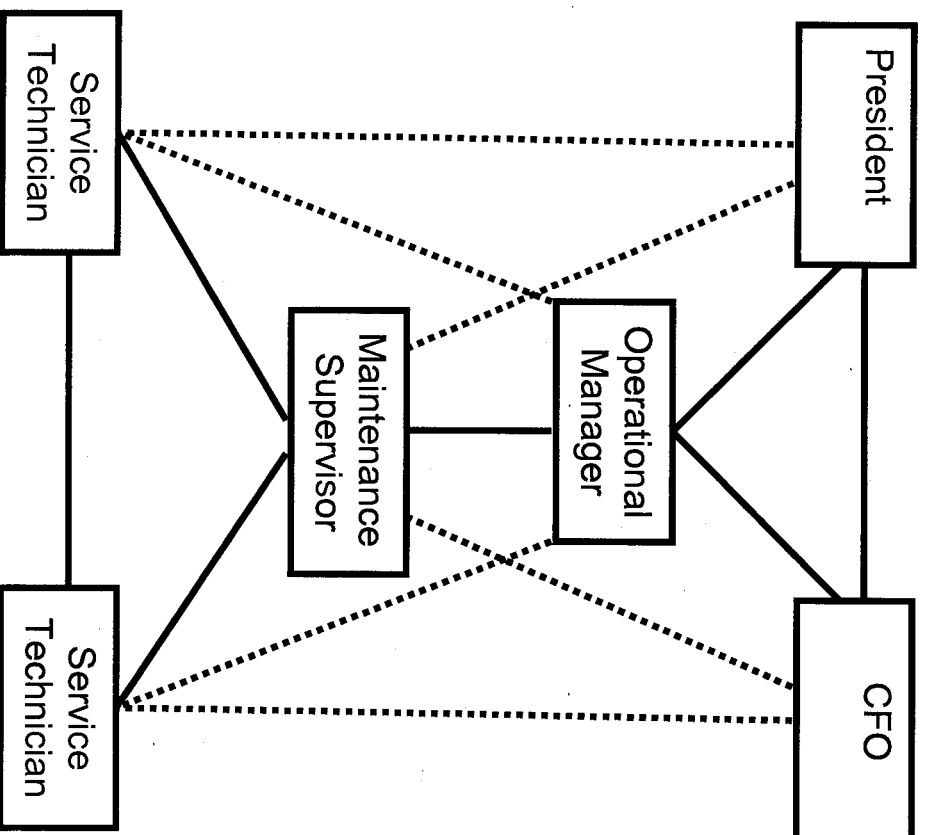


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4. CREDIT REFERENCES. List at least three recent credit or financial references:

Name	Address	Business Relationship	Contact Person	Phone Number
Orenco Systems Inc	814 Airway Sutherin OR 97479	Vendor	Tim Willhoft	800-348-9843
Jensen Precast	14221 San Bernardino Ave Fontana	Vendor	Lucy Bruno	909-350-4111
Xerxes Corporation	Minneapolis MN	Vendor	Bonnie Fierstine	952-887-1832
Bank of America	Corporate Banking Center	Banker	George Padilla	888-852-5000 ext. 8289

# BioSolutions Inc. Organizational Chart



5. **EVIDENCE OF INSURABILITY.** Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements of Section 2.24 of the Sample Contract.
6. **FINANCIAL STATEMENTS.** Attach copies of financial statements (balance sheet and income statements) for the last full fiscal year and any partial year through at least December 31, 2009. Financial statements shall be prepared according to generally accepted accounting principles. Balance sheet shall show assets, liabilities, and net worth. Income statements shall identify operating expenses such as insurance, payroll, employee benefits, and payroll taxes.

## QUALITY CONTROL PLAN

1) The Maintenance Supervisor sets up all daily schedules from a maintenance tracking spreadsheet to ensure the required Operation and Maintenance schedule is followed. Inspection reports are submitted to the Maintenance Supervisor at the end of each day and evaluated for completeness and compliance of the contract. They are then sent to the Operations Manager for further evaluation. Any deficiencies found will be discussed between the Maintenance Supervisor and Operations Manager and will be addressed accordingly. The Chief Financial Officer is then notified, activating the billing process. Billing will take place using the agreed upon schedule and fee. The Beaches and Harbors contact person will be notified in the event any abnormal findings are observed and discuss corrective measures or options. At this time BioSolutions may request authorization from Beaches and Harbors to perform additional services and set up a timeline to complete the agreed upon actions. Once authorization is received, additional work will be performed at the hourly rate and material cost agreed upon. In the event that extra services are needed, Beaches and Harbors may choose to perform the service/repair themselves. In either case, Biosolutions will ensure that the proper steps are taken so that the job is completed adequately.

2) BioSolutions Inc. will prevent unsatisfactory performance in the following ways:

- All paperwork from jobs performed is reviewed by a maintenance supervisor and additionally by the Head of the Maintenance Department with random audits by the President. Company technicians turn in inspection reports daily, highlighting any deficiencies found during their inspections. Pictures from all work performed are documented and filed on the BioSolutions company server. Technician's job performance is evaluated by making unannounced site inspections of recent work that has been performed. This allows BioSolutions management to evaluate their employees and provide any additional training, education and or instruction. All sample results and monitoring reports are reviewed by Biosolutions Compliance Specialist and by the company's President. Results are then discussed between the maintenance and compliance departments to evaluate whether or not the system can be made more effective in its operation.
- All deadlines and or delivery dates will be scheduled accordingly by Maintenance Supervisor in association with Senior Management and Beach and Harbors representatives. The Chief Financial Officer will follow up with the Maintenance Supervisor to ensure any delivery/deadline is met. BioSolutions prides itself on exceeding any and all expectations relating to deliveries and or deadlines.
- All follow up work performed by BioSolutions Inc. will be scheduled by the maintenance supervisor and carried out by service technicians under the supervision and instruction of their supervisor. Beaches and Harbors will be notified of the intended work plan and again notified upon completion of any such work. BioSolutions will work with the Beaches and Harbors representative to determine who would perform any structural work outside the scope of this contract

- All inspection reports are reviewed by a maintenance supervisor and by the Operations Manager daily. Unannounced site inspections are performed by a maintenance supervisor in order to judge the quality of work being performed. Any problems identified will be discussed with technicians and the proper training and or discipline will take place. Also, due to the fact that these sites have remote telemetry, the system is logged into monthly and scanned for potential problems before they exist. Any alarms received from a particular site are immediately logged into remotely and the condition is reported to a maintenance supervisor and to the Operations Manager. The alarm will be evaluated and if necessary an on call technician will be dispatched. BioSolutions reputation for response and service are next to none.
- All sampling results are filed electronically on BioSolutions company server. A hard copy is also kept as a back up in the site folder. Sample results are entered into a spreadsheet for each particular site and included in the quarterly monitoring report. Any corrective actions taken will be highlighted in the quarterly monitoring report as well as recorded in the site file. Compliance and monitoring work will be performed by the company compliance specialist with oversight by Biosolutions President. Electronic Telemetry Monitoring of each site is stored within the control panel software program and is downloaded annually onto the BioSolutions company server.

3) Documents created are reviewed by the Maintenance Supervisor, and Senior staff including, the Chief Financial Officer and the President of Biosolutions, Inc.

4) Any deficiencies reported by the Department or discovered internally will be assessed and evaluated by all department heads and Senior Management. Once the issue has been evaluated a work plan highlighting the area in which the deficiency occurred will be drafted. Corrective actions of deficiencies may include additional training for staff, implementation of new policies or procedures, or interaction with Design Engineer for corrective measures. Every effort possible is taken by Biosolutions to prevent any deficiency from occurring in the first place.

5) In the event that BioSolutions is notified by Beaches and Harbors of a complaint, BioSolutions will take the appropriate action immediately. BioSolutions technicians perform routine services in Malibu Monday through Friday and are usually within 5 miles from any of the specified sites during working hours. A BioSolutions technician is on call via cell phone 24 hours per day, 365 days a year. In addition, BioSolutions Management is in constant communication with their Service Technicians and is available to communicate with Beach and Harbor representatives to ensure that immediate corrections are made. It is the policy of BioSolutions to respond to all complaints and or comments about any site within two hours of receiving the complaint. Our quick response is attributed to our full time service technicians working in Malibu each working day.

6) Please see attached documents.



5310 Derry Avenue Suite E  
Agoura Hills, California 91301

818.991.9997

818.991.9998 (fax)

www.biosolutions.org

Environmental Technologies & Consultants

## **Standard Operating Procedures for Sampling**

### **1.0 OBJECTIVE**

To provide instruction for the collection of wastewater, groundwater, & surface water samples for the existing sites we service.

### **2.0 SAMPLING PREPARATION**

#### **2.1 Notify the Laboratory Used for Analysis**

Schedule or confirm drop-off / pick-up time and location for samples with the lab. Tell the lab the number of sites to be expected and the number of sites with fecal coliform or enterococcus samples. Fecal coliform and enterococcus samples have a six-hour window for optimal sample analysis and a 24-hour window before sample expiration. Schedule sample transfer for 4 to 4.5 hours after first sample is taken. Give the lab your cell phone number in case of delay with sample transfer.

#### **2.2 Proper Documentation**

##### **2.2.1 Preparing Chains of Custodies (COC)**

2.2.1.1 The COC should be prepared prior to sampling in the field.

2.2.1.2 The Sampling & Testing Schedule is an excel document which outlines the constituents and the frequency of sampling required. Use this spreadsheet to prepare the COC for each sample. The number of samples, sample name, and sampling location are site specific. Each site has a folder where the COC and lab reports are filed for the year. These files are in the filing cabinet labeled 'Sampling Records' and can be helpful when preparing the current COC.

2.2.1.3 The COC's are in the warehouse above the workshop desk and are pre-sorted with labels. The COC's already have most of the constituents listed on them, but are not site specific and need to be completely filled out before entering the field. The site's previous COC would be most helpful in selecting the proper COC.

2.2.1.4 After signing the samples into the custody of the lab, the bottom copy (pink) of the COC will be retained for our records.

##### **2.2.2 Preparing Field Purge Logs**

- 2.2.2.1 The purge logs for the groundwater monitoring wells should be prepared prior to purging in the field.
- 2.2.2.2 The field purge logs are also in the warehouse with the COC. The sampling procedure is outlined in the SOP for Stone Environmental (SEI-6.27.2). An example of a field purge log and well information is displayed above the sampling table in the warehouse. The site's previous field purge logs are in the filing cabinet labeled Sampling Records and are also available in Microsoft Access.
- 2.2.2.3 While in the field, note any changes to the well or surrounding area on the comments section of the purge log.

### 2.2.3 Site Maps

Site maps are necessary for properly locating the sampling points. All of the site maps are located in the top drawer of the filing cabinet in the downstairs printer area and are located within this binder.

## 2.3 **Equipment Preparation**

- 2.3.1 Monitoring Well Equip List is an excel document which lists all of the equipment necessary for the type of sampling required for the site (Bailer, Grundfos pump, Wastewater, etc.). Use this list to gather the equipment and verify it is in good working condition. The list is included in this binder and can be found on the shared drive at Compliance Program/Monitoring Program/Administration & Schedules.
- 2.3.2 The lower back support safety belt must be worn when moving, loading, or unloading heavy equipment. In some cases, two people may be required to load or unload equipment from the sampling vehicles (i.e. generator).
- 2.3.3 The pH meter needs to be calibrated prior to a groundwater-purging event. The calibration will hold for the duration of one week. The pH meter operating instructions must be followed to ensure proper calibration of the pH & TDS/Conductivity readings. The manual is located on the shared drive at Compliance Program/Monitoring Program/Administration & Schedules.
- 2.3.4 Sample bottles are located in the blue bins below the sample table in the warehouse. Each bin contains a different plastic bottle type (1000mL, 500mL, 250mL, 100mL). The 100mL bottles contain a preservative pill for fecal coliform or enterococcus samples. Verify this pill is in the container after the sample is pulled. The VOA vials are located in a plastic bin or box above the sampling table. The glass 1000mL bottles are located to the left of the sampling table. Placing all of the bottles listed in the COC on the table prior to leaving for the site will help ensure all of the proper bottles are transported to the site. The bottles must be transported in the ice chest with proper amounts of ice/blue coolers to and from the site. This will ensure all of the bottles fit into the ice chest and proper temperature is maintained.

### 3.0 GROUNDWATER, WASTEWATER, & SURFACE WATER SAMPLING

#### 3.1 Groundwater Sampling Procedure

Sampling is conducted according to Stone Environmental, Inc. Standard Operating Procedure SEI-6.27.2 Groundwater Sampling of Monitoring Wells. Alterations for equipment purposes or additions to procedures are noted as follows:

- 3.1.1 Protect yourself from traffic by wearing a brightly colored traffic vest and hardhat and properly placing delineators around the well and sampling vehicle.

##### 3.1.2 Water Level Meter Operations

- 3.1.2.1 The water level of a well is read at the northern most point of the well piping due to inconsistencies in the pipe level. This spot is usually marked with a black marker on the outside of the well wall.

- 3.1.2.2 Decontaminate the water level meter by spraying it with an Alconox cleaning solution and then rinsing it with distilled water (see spray bottles on equipment list).

##### 3.1.3 Sampling with a Disposable Bailer

- 3.1.3.1 Use polypropylene tying twine (preferred), or clean nylon string. Use the same procedure as with the water level meter.

- 3.1.3.2 Use the Teflon coated discharge tube piece located in the disposable bailer bag to transfer the water from the bailer into the sample container. Do not let your fingers touch the inside of the sample cap, bottle, or bailer discharge tube. Do not set the sample cap down. Tightly cap the bottle for labeling and storage.

##### 3.1.4 Sampling with a Grundfos Redi-Flo Variable Pump

- 3.1.4.1 Do not use the Grundfos Redi-Flo Variable Pump in moist weather conditions. The computer controls are very sensitive to humidity and heat, take proper care of sampling equipment and reschedule purging/sampling event if necessary.

- 3.1.4.2 Properly decontaminate the pump prior to placing pump or tubing into the well. See Decontamination of the Grundfos Redi-Flo Variable Pump section below.

- 3.1.4.3 Lower the pump to the bottom of the well and then raise pump approximately 3-6 feet off of the well bottom (but within the water column) to prevent silt from entering the pump.

- 3.1.4.4 Connect the exit hose to the tubing wheel.

- 3.1.4.5 Connect the electrical outlet to the tubing wheel from the computer box.

- 3.1.4.6 Turn on the generator as stated in SEI-6.27.2 operating procedures.

- 3.1.4.7 Switch the mode knob to RF2M and verify the computer box is set to STOP. Connect the electrical plug of the computer box to the

extension cord from the generator (this will automatically turn on the computer box). Switch the computer box to RUN and tune to desired pumping speed. For removing pump, repeat the above steps in reverse order.

### 3.1.5 Decontamination of the Grundfos Redi-Flo Variable Pump

- 3.1.5.1 Choose a location for the decontamination station, which is centrally located with the wells and will not disrupt the client's activities.
- 3.1.5.2 Place delineators around the decontamination area to prevent any vehicles or pedestrians from traveling through this area.
- 3.1.5.3 Set the three plastic bins side-by-side one another and fill the first with clean water and Alconox, the second with clean water, and the third with distilled water.
- 3.1.5.4 Remove the pump from the vehicle and place on the ground. Follow the 3.1.4 operating procedures (listed above) to start the pump using the first bin as the well. Do not allow the tubing to make contact with the ground. Catch the well water that was in the pump tubing in the calibration buckets and dispose of in plants or surrounding soil. After all of the well water has been removed from the tubing, hose can be placed into the first bin to allow a continuous cycle of washing without losing any water. Allow soapy water to cycle through pump tubing for a least one minute. During this time, use a scrub brush to clean the outside of the tubing on the wheel, while not getting the control box wet.
- 3.1.5.5 Stop the pump and remove it from the first bin and place into the second. Restart the pump. Wait until all of the soapy water is removed from the pump tubing prior to placing the hose into the second bin. Allow the clean water to cycle through pump tubing for a least one minute. During this time, use the hose to rinse off the outside of the tubing on the wheel, while not getting the control box wet.
- 3.1.5.6 Repeat the above step for the distilled water bin.
- 3.1.5.7 Place the pump back onto the vehicle and place lids on each of the three decontamination bins. Continue to the next well location.
- 3.1.5.8 The water level meter can also be cleaned using this three-step process. Unwind the measuring tape from the wheel and place the tape into the first bin. Scrub tape with hands. Shake tape off and place into the second bin. Shake tape off and place into the third bin. Rewind the tape on the wheel.

## 3.2 **Wastewater Sampling Procedure**

### 3.2.1 Site Preparation

- 3.2.1.1 Evaluate the best location to take the wastewater sample within the treatment system. For effluent analysis, the discharge pump vault, return line for the splitter valve to the recirculation tank (AdvanTex Systems), or the clear zone of the outlet side of the discharge tank, is examples of possible locations for sampling.

- 3.2.1.2 Protect yourself from traffic by wearing a brightly colored traffic vest and hardhat and properly placing delineators around the manhole and sampling vehicle.
- 3.2.1.3 The lower back support safety belt must be worn when opening or closing manhole covers. Put on gloves and remove manhole cover with lid puller.
- 3.2.1.4 Wastewater sampling is conducted using a pump with a portable battery. In the event that the pump or battery is not available, sampling may be conducted using an extension tool or disposable bailer.

### 3.2.2 Sampling with a Disposable Bailer

- 3.2.2.1 Use polypropylene tying twine (preferred), or clean nylon string. Use the same procedure for decontamination as with the water level meter.
- 3.2.2.2 The sample should be taken above the effluent filter cartridge of the pump vault (preferred) or within the clear zone of the tank. Use the Teflon coated discharge tube piece located in the disposable bailer bag to transfer the water from the bailer into the sample container. Do not let your fingers touch the inside of the sample cap, bottle, or bailer discharge tube. Do not set the sample cap down. Tightly cap the bottle for labeling and storage.

### 3.2.3 Sampling with an Extension Tool – AdvanTex System

- 3.2.3.1 Sampling with an extension tool should only be used in cases where the water is being directly filled into the sample container, such as the return splitter valve line in the AdvanTex System. An extension tool should not be used to pull a sample from a wastewater tank because the sample will not be from the clear zone of the tank.
- 3.2.3.2 Secure a clean sample bottle large enough to fill all the bottles for the site (or as large as possible). Use either a plastic or glass sampling bottle depending on the container listed in the COC for each constituent. Secure the sample container to the tool so it is in the upright position for sampling.
- 3.2.3.3 Put on a clean pair of gloves, remove the splitter valve, remove the collection container lid, and lower the sample container so it is filled directly from the splitter valve return line. Do not let your fingers touch the inside of the sample cap or bottle. Do not set the sample cap down.
- 3.2.3.4 The system may need to be put into test mode if the treatment cycle time is too long. After the container is filled, remove the collection container from the extension tool and fill the sample containers for labeling & storage. Do not let your fingers touch the inside of the sample cap or bottle. Do not set the sample cap down. Tightly cap the bottle after the sample is transferred from the collection container.
- 3.2.3.5 Replace the splitter valve and close manhole opening.

### 3.2.4 Sampling with a Wastewater Pump

- 3.2.4.1 Set up the decontamination station. Properly decontaminate the pump & tubing prior to placing tubing into the tank. See section 3.2.5 below.
- 3.2.4.2 Lower the pump tubing to the top of the effluent filter inside the pump vault to pull the best sample possible.
- 3.2.4.3 Connect the electrical clamps from the pump to the battery terminals. Put on clean gloves and turn on the pump.
- 3.2.4.4 Allow the pump to flush out the distilled water remaining in the hose from the decontamination bottle into the tank. Collect sample directly from the end of the pump hose. Use the ON/OFF switch to control the wastewater flow for sample collection.
- 3.2.4.5 Collect the sample in the proper container for the analysis as outlined on the COC for the site. Do not let your fingers touch the inside of the cap, bottle, or pump hose. Do not set the cap down. Tightly cap the bottle after the sample is collected.

### 3.2.5 Decontamination of Wastewater Pump

- 3.2.5.1 Choose a location for the decontamination station, which is centrally located with the wells and will not disrupt the client's activities.
- 3.2.5.2 Place delineators around the decontamination area to prevent any vehicles or pedestrians from traveling through this area.
- 3.2.5.3 Set the three plastic bins side-by-side one another and fill the first with clean water and Alconox, the second with clean water, and the third with distilled water.
- 3.2.5.4 Remove the pump tubing from the tank and place into first bin. Do not allow the tubing to make contact with the ground. Catch the wastewater water that was in the pump tubing in the calibration buckets and dispose of into the tank. After all of the wastewater has been removed from the tubing, hose can be placed into the first bin to allow a continuous cycle of washing without losing any water. Allow soapy water to cycle through pump tubing for a least one minute. During this time, use a scrub brush to clean the outside of the tubing.
- 3.2.5.5 Stop the pump and remove it from the first bin and place into the second. Restart the pump. Wait until all of the soapy water is removed from the pump tubing prior to placing the hose into the second bin. Allow the clean water to cycle through pump tubing for a least one minute. During this time, use the hose to rinse off the outside of the tubing, while not getting the pump control box wet.
- 3.2.5.6 Repeat the above step for the distilled water bin.

### 3.3 Surface Water Sampling Procedure

#### 3.3.1 Site Preparation

Visit the site prior to the first sampling to survey the area to determine the equipment needed to collect the samples.

#### 3.3.2 Equipment

The pH meter is generally used for checking the temperature of the surface water. The equipment used for collecting the sample is site specific. Knee high water boots, a surface water extension tool, and disposable bailers have been used to collect samples in the past.

#### 3.3.3 Knee High Water Boots (use only in areas where water cannot be reached by surface water extension tool)

3.3.3.1 Put on sampling boots and a clean pair of gloves.

3.3.3.2 Wade out into the water and let any stirred up sediment settle.

3.3.3.3 Collect the sample just below the water surface to minimize the amount of floating debris that could enter the sample container. Do not collect the sample near the bottom of the water body as sediment or sand could enter the sample container.

3.3.3.4 Collect the sample in the proper container for the analysis as outlined on the COC for the site. Do not let your fingers touch the inside of the cap or bottle. Do not set the cap down. Tightly cap the bottle after the sample is collected.

3.3.3.5 Check the direction of current and temperature of the water body with the pH meter. Record this information on the COC or field notebook.

#### 3.3.4 Surface Water Extension Tool

3.3.4.1 Secure a clean sample bottle large enough to fill all the bottles for the site (or as large as possible). Use either a plastic or glass sampling bottle depending on the container listed in the COC for each constituent. Electrical tape provides a good seal to prevent bottle from slipping or floating when it is lowered into the surface water.

3.3.4.2 Put on a clean pair of gloves, remove the collection container lid, and lower the extension tool into the surface water.

3.3.4.3 Collect the sample just below the water surface to minimize the amount of floating debris that could enter the sample container. Do not collect the sample near the bottom of the water body as sediment or sand could enter the sample container.

3.3.4.4 Remove the collection container from the extension tool and fill the sample containers for labeling & storage. Do not let your fingers touch the inside of the sample cap or bottle. Do not set the sample cap down. Tightly cap the bottle after the sample is transferred from the collection container.

3.3.4.5 Check the direction of current and temperature of the water body with the pH meter. Record this information on the COC or field notebook.

**3.3.5 Sampling with a Disposable Bailer**

3.3.5.1 If using Teflon coated wire on sampling wheel in lieu of clean nylon string, decontaminate the sampling wire prior to inserting bailer in surface water. Use the same procedure as with the water level meter.

3.3.5.2 Collect the sample just below the water surface to minimize the amount of floating debris that could enter the sample container. Do not collect the sample near the bottom of the water body as sediment or sand could enter the sample container.

3.3.5.3 Use the Teflon coated discharge tube piece to transfer the water from the bailer into the sample container. Do not let your fingers touch the inside of the sample cap, bottle, or bailer discharge tube. Do not set the sample cap down. Tightly cap the bottle for labeling & storage.

3.3.5.4 Check the direction of current and temperature of the water body with the pH meter. Record this information on the COC or field notebook.

**4.0 SAMPLE BOTTLE LABELING & STORAGE**

4.1 The address & well number (if groundwater sample) should be marked on the top of the sample bottle cap with a permanent marker.

4.2 The outside of the bottles should be wiped dry prior to sticking the label on the container. Each container must have a label for identification.

4.3 The sample labels should contain the following information:

4.3.1 Site address & tank or well number (if groundwater sampling)

4.3.2 Type of sample collected (i.e. wastewater, groundwater, surface water)

4.3.3 Sample Date

4.3.4 Constituents to be tested for each container & any preservatives needed for storage

4.3.5 Company name

4.4 The samples should be removed from sunlight as soon as possible and placed securely in the ice chest to prevent bottles from lying horizontal. Verify that the sample container lids are tight.

**5.0 SAMPLING EQUIPMENT RETURN & STORAGE**

5.1 Refill Alconox bottle and decontamination spray bottles.

5.2 Refill gasoline in generator (if used).

5.3 Recharge all batteries used in the field.

- 5.4 Clean off equipment if necessary.
- 5.5 Return all equipment to its proper location inside of the warehouse.
- 5.6 Notify supervisor if any repairs are needed to the equipment.
- 5.7 Give supervisor all necessary documentation from the sampling events.

**PROPOSER'S EEO CERTIFICATION**

BioSolutions, Inc.

Company Name

5310 Derry Ave. Suite E, Agoura Hills, CA 91301

Address

95-4354597

Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	(✓)	( )
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	( )	( )
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	( )	( )
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	( )	( )

Signature

Camille Sherman, CFO

Name and Title of Signer (Please Print)

February 24, 2010

Date

## COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Bidders, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name: BioSolutions, Inc.		
Company Address: 5310 Derry Avenue, Suite E		
City: Agoura Hills	State: CA	Zip Code: 91301
Telephone Number: 818 991 9997		
Solicitation For _____ Services: <u>SEPTIC TANK MAINTENANCE</u>		

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

**Part I: Jury Service Program is Not Applicable to My Business**

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.


- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II: Certification of Compliance**

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

***I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.***

Print Name: Camille Sherman	Title: CFO
Signature: 	Date: February 24, 2010

**CERTIFICATION OF NO CONFLICT OF INTEREST**

The Los Angeles County Code, Section 2.180.010, provides as follows:

**CONTRACTS PROHIBITED**

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

BioSolutions, Inc.

Camille Sherman

**Proposer Name**

CFO

**Proposer Official Title**



**Official's Signature**

## ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

**Proposers unable to meet this requirement shall not be considered for contract award.**

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.


\_\_\_\_\_ YES (subject to verification by County) ☒ \_\_\_\_\_ NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

☒ \_\_\_\_\_ YES \_\_\_\_\_ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_\_ YES \_\_\_\_\_ NO ☒ \_\_\_\_\_ N/A (Program not available)

Proposer Organization: BioSolutions, Inc.	
Signature: 	
Print Name: Camille Sherman	
Title: CFO	Date: February 24, 2010
Tel. #: 818 991 9997 Ext. 202	Fax #: 818 991 9998

## FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: \_\_\_\_\_



Date: \_\_\_\_\_

2-24-10

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION  
AND ACKNOWLEDGEMENT OF RFP RESTRICTIONS**

- A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME	PHONE NUMBER
Camille Sherman	818 991 9997 ext 202
Steven Braband	818 991 9997 ext 203

**NOTE:** Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

NONE
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- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

BioSolutions, Inc.
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Name of Firm

Camille Sherman	CFO
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Print Name of Signer

Title



2-24-10

Signature

Date

**Request for Local SBE Preference Program Consideration and  
CBE Firm/Organization Information Form**

**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

FIRM NAME: BioSolutions, Inc.

COUNTY VENDOR NUMBER: 13606801

- ☐ As a Local SBE, certified by the County of Los Angeles Office of Affirmative Action Compliance, I request this proposal/bid be considered for the Local SBE Preference.

**II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

**Business Structure:** ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise  
☐ Other (Please Specify) \_\_\_\_\_

**Total Number of Employees** (including owners): 7

**Race/Ethnic Composition of Firm.** Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White	3	1	1		2	

**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	75 %
Women	%	%	%	%	%	25 %

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date
N/A					

**V. DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name Camille Sherman	Authorized Signature 	Title CFO	Date February 24, 2010
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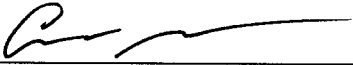
**TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION**

COMPANY NAME: <i>Bio Solutions, Inc</i>		
COMPANY ADDRESS: <i>5310 Derry Ave. Suite E</i>		
CITY: <i>Agoura Hills</i>	STATE: <i>CA</i>	ZIP CODE: <i>91301</i>

I hereby certify that I meet all the requirements for this program: *N/A*

- ☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (*attach IRS Determination Letter*);
- ☐ I have submitted my three most recent annual tax returns with my application;
- ☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- ☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME: <i>Camille Sherman</i>	TITLE: <i>CFO</i>
SIGNATURE: 	DATE: <i>2-24-10</i>

**REVIEWED BY COUNTY:**

<i>SIGNATURE OF REVIEWER</i>	<i>APPROVED</i>	<i>DISAPPROVED</i>	<i>DATE</i>

**CONTRACTOR'S ADMINISTRATION**

**CONTRACTOR'S NAME:** BioSolutions, Inc.

**CONTRACTOR'S CONTRACT REPRESENTATIVE**

Name: Steven Braband  
Title: President  
Address: 5310 Derry Avenue Suite E  
Agoura Hills, CA 91301  
Telephone: 818-991-9997 Ext 203  
Facsimile: 818-991-9998  
E-Mail Address: [sbraband@biosolutions.org](mailto:sbraband@biosolutions.org)

**CONTRACTOR'S AUTHORIZED OFFICIAL**

Name: Camille Sherman  
Title: CFO  
Address: 5310 Derry Avenue Suite E  
Agoura Hills, CA 91301  
Telephone: 818-991-9997 Ext 202  
Facsimile: 818-991-9998  
E-Mail Address: [csherman@biosolutions.org](mailto:csherman@biosolutions.org)

**Notices to Contractor shall be sent to the following:**

Name: Camille Sherman  
Title: CFO  
Address: 5310 Derry Avenue Suite E  
Agoura Hills, CA 91301  
Telephone: 818-991-9997 Ext 202  
Facsimile: 818-991-9998  
E-Mail Address: [csherman@biosolutions.org](mailto:csherman@biosolutions.org)

## GREEN INITIATIVES

BioSolutions Inc. has always been dedicated to ensuring green and sustainable technologies, procedures, and policies. BioSolutions was involved in the first LEEDS Platinum Project in the US using Advantex at the Audubon Center a Debs Park in the City of Los Angeles and has participated in multiple Platinum and Silver projects since.

Sustainable Green policies are implemented into the BioSolutions Operation and Maintenance services to LA County Beaches and Harbors in the following ways:

- **Fuel Conservation** – BioSolutions Inc.'s main office is approximately 15-20 miles from each site. Biosolutions Service Technician's are performing ongoing maintenance in the Malibu area every working day and are no more than 5-10 miles from each of the Beach sites if needed. Our Service technicians are scheduled to service multiple sites in the same area to ensure low fuel use.
- **Schedule Group Sampling** – BioSolutions utilizes the closest California certified laboratory and schedules a pickup of multiple sites to conserve fuel for BioSolutions staff and the Lab's pickup vehicle.
- **Environmentally Friendly Cleaners** – BioSolutions uses only non-toxic phosphate free cleaners during routine O&M and sampling.
- **Cleaning Excessive Solids** – All Biotube filters are cleaned locally by washing excessive solids back into the primary tank for further biological digestion rather than hauling away to a land fill or municipal treatment plant.
- **Water Conservation** – BioSolutions monitors the telemetry panels for excessive water use due to stuck toilets and running faucets and reports these incidents to Beaches and Harbors staff for repair. Prompt action can save thousands of gallons per day for each fixture. BioSolutions also maintains water conservation policies and procedures for their Maintenance staff on water use practices during the O&M inspections. This includes water saving tools like spray bottles and hose spray nozzles.
- **Recycled Bond Stock** – BioSolutions utilizes recycled bond stock paper for all communications and reports to the County.
- **Paperless communications** – BioSolutions also endeavors to communicate through email for electronic paperless communication whenever appropriate.
- **Leave No Trace Policy** - BioSolutions staff endeavor to leave a clean environment leaving the work sites as clean or cleaner than when they arrived.

# **CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name: BioSolutons, Inc.		
Company Address: 5310 Derry Avenue, Suite E		
City: Agoura Hills	State: CA	Zip Code: 91301
Telephone Number: 818 991 9997 ext 202		Email address: csherman@biosolutions.org
Solicitation/Contract For _____ Services: <u>SEPTIC TANK MAINTENANCE</u>		

The Proposer/Bidder/Contractor certifies that:

- ☒ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**- OR -**


- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name: Camille Sherman	Title: CFO
Signature: 	Date: February 24, 2010

Date: 2-24-10

## IFB EXCEPTION FORM

Proposer's Name	BioSolutions, Inc. Camille Sherman
Address	5310 Derry Avenue, Suite E, Agoura Hills, CA 91301
Telephone	818 991 9997 Ext 202 Fax 818 991 9998
E-mail Address	csherman@biosolutions.org

☒ I have reviewed the IFB, Attachments, Exhibits and Forms in its entirety and have **NO** exceptions.

☐ I have reviewed the IFB, Attachments, Exhibits and Forms in its entirety and **have the following exceptions:**

**Exceptions:**

Clearly identify and list your exception(s) by indicating the Section, Paragraph Number and Page Number on the document. Attach additional pages as needed.


Print Name Camille Sherman

Signature 

Date 2-24-10